2150

SUPREME COURT OF THE UNITED STATES.

No. 78.

WILLIAM JUDSON, Appellant,

vs.

WM. W. CORCORAN, Appellee.

APPEAL FROM CIRCUIT COURT OF THE DISTRICT OF COLUMBIA FOR WASHINGTON COUNTY.

INDEX.

	Original.	Print.
Style of court	1	3
Bill of complaint	2	3
Schedule A, assignment, Williams to Judson	8	6
Subpœna and injunction	12	8
Answer of Wm. W. Corcoran	13	9
General replication	30	17
Agreement of counsel and set for hearing	31	17
Decree	32	18
Appeal prayed and granted	32	18
Appeal bond	33	18
Exhibits in Answer of W. W. Corcoran—		
A. Opinion of the commissioners	35	19
C. Award of American commissioners	41	22
F. Assignment of Williams to Warner	49	26
G. Notice, Warner to Secretary of State	53	28
H. Assignment, Warner to Hart	54	29
K. " Williams to Hart	56	30
J. " Lord to Hart	60	31

	Original.	Print.
L. Assignment, Hart to Corcoran	63	33
D. Notice of Corcoran to Secretary of State	66	35
E. Reply to same	67	35
B. Extract from commissioner's docket	67	35
Wm. Coit's testimony	68	36
Interrogatories to Wm. W. Corcoran	81	42
Deposition of " "	87	45
Exhibit *G.* In same	93	48
" *A.* "	94	49
" A^2 and *I.* In same	95	49
" *H*	97	50
Clerk's certificate	97	50

2160.

DISTRICT OF COLUMBIA, *set.*

(*Style of Court.*)

At a Circuit Court of the District of Columbia, begun and held in and for the County of Washington, on the third Monday of October, being the twenty-fourth day of the same month, in the year of our Lord one thousand eight hundred and fifty-three, and of the Independence of the United States the seventy-eighth:

Present: The Hon. William Cranch, Chief Judge; James S. Morsel and James Dunlop, Assistant Judges.

JONAH D. HOOVER, Esq.,
Marshal.

JOHN A. SMITH,
Clerk.

In the record of the proceedings of the said court, among others are the following, to wit:—

(*Parties.*)

WILLIAM JUDSON
vs.
WILLIAM W. CORCORAN,
and Hon. Sect'y of the Treasury.
} In Chancery.

Be it remembered, that heretofore, to wit: on the thirteenth day of May, in the year eighteen hundred and fifty-one, the said William Judson, complainant, by A. H. Lawrence, Esq., his solicitor, filed in said court here the following bill of complaint, to wit:—

CIRCUIT COURT OF THE UNITED STATES,
For the District of Columbia:

WILLIAM JUDSON
vs.
WILLIAM W. CORCORAN.
} In Equity.

To the Judges of the Circuit Court of the United States for the District of Columbia, sitting in equity:—

(*Bill of Complaint.*)

William Judson, of the City, County, and State of New York, a citizen of the United States, and a citizen of the State of New York, residing in the City of New York, brings this his bill against Wil-

liam W. Corcoran, of Washington, in the District of Columbia, and residing in said District.

And thereupon, your orator complains and says that on the first day of January, 1845, Bradford B. Williams, of the City and State of New York, and a citizen of the United States, in pursuance of a certain agreement in writing for a valuable consideration made by him on the 17th day of October, 1844, did, on the first day of January, 1845, by an instrument duly made and executed by him for a valuable consideration to the said Bradford B. Williams duly paid, and in pursuance of a covenant before made, sell, assign, transfer, and set over to your complainant and his assigns, the first proceeds of all the right, title, property, interest, claim, and demand of the said Williams to the amount of six thousand dollars, with such interest thereon from the said first day of January, 1845, as should ultimately be allowed by the United States or Mexican Government, in a certain claim and award made by the American Commissioners of date the 25th day of February, 1842, under a convention of the eleventh of April, 1839, between the United States and Mexican Government to Bradford B. Williams, and, as he has been informed, and believes, one Joseph H. Lord, to the amount of twelve thousand five hundred and forty-three dollars and sixty-seven cents (without including or adding to that award the interest allowed by such award), of which demand said Williams was an owner to the amount of six thousand dollars and upwards. And your complainant further shows unto your honors that said assignment was duly signed, and executed, and delivered to your complainant by the said Bradford B. Williams on the said first day of January, 1845, a copy of which said assignment, marked Schedule A, is annexed to this your complainant's bill of complaint, and which your complainant prays may be made a part thereof. (Copied at p. 8.)

And your complainant further showeth unto your honors that, on the fifteenth day of April, 1851, an award was made upon said claim by the Board of Commissioners under an Act of Congress of 3d March, 1849, entitled "An Act to carry into effect certain stipulations of the treaty between the United States of America and the Republic of Mexico, in favor of William W. Corcoran as assignee of Bradford B. Williams and Joseph H. Lord, for the amount of fifteen thousand and fifty-one dollars, in which amount is included the sum due to said Williams and previously assigned to your orator, as above set forth.

And your complainant further showeth unto your honors, that the aforesaid award to the said William W. Corcoran has been made, as your complainant has been informed and believes, upon some assignment or transfer made by the said Bradford B. Williams, long subsequent to the transfer and assignment to your complainant as aforesaid: and that said Corcoran claims to receive the same as his own.

And your complainant shows unto your honors that any such as-

signment or transfer is utterly null and void, as against your complainant, for the amount by him claimed.

And your complainant further shows unto your honors, that there is justly due and owing to him out of said award, according to the aforesaid assignment *assignment* to your complainant, the sum of six thousand dollars, with interest at the rate of five per cent. per annum from the first day of January, 1845, the date of said assignment, to the present time, amounting in the whole to the sum of seven thousand eight hundred and eighty-seven dollars and fifty cents, if the interest thereon has been correctly cast.

In consideration whereof, and to the end that your complainant may have proper and adequate relief in the premises as by law provided, your complainant prays the aid and interposition of this Honorable Court sitting in equity.

To the end, therefore, that the defendant, William W. Corcoran, assignee, &c., may if he can show why your complainant should not have the relief hereby prayed, and may true, full, and perfect answer make to all and singular the matters and things above set forth, and that said Corcoran set forth how and when he became interested in said claim, and set forth the instrument or instruments on which he founds his claim, if any he have, with the dates thereof, according to the rules and practice of this Court; and that the said defendant, William W. Corcoran, assignee of Bradford B. Williams and Joseph H. Lord, may be enjoined, and by a writ of injunction in due form be restrained from collecting, receiving, or in any manner interfering with or disposing of the whole, or any part of the said award, or the money due thereon, and so due to your compl't as aforesaid, according to the provisions of an Act of Congress, in relation to this subject, approved 3d March, 1849: and that your Honors would order and decree, that the said sum of seven thousand eight hundred and eighty-seven dollars and fifty cents be paid to your complainants by the Secretary of the Treasury of the United States, out of the aforesaid award of said Board of Commissioners, and that the said defendant pay to your complainant the costs and expenses unjustly sustained by the defendant's claim to the award or money so as aforesaid due thereon to your complainant.

May it please your Honors, the premises considered, to grant unto your complainant a writ of injunction out of and under the seal of this Honorable Court, to be directed to the Secretary of the Treasury, restraining and enjoining him from paying said award, or so much thereof as belongs to this claimant, out of the Treasury of the United States; and also a writ of injunction to be directed to the said William W. Corcoran, his servants, attorneys, solicitors, counsellors and agents, restraining and enjoining him, and them, and all other persons from collecting, receiving, or in any manner interfering with, or disposing of the whole or any part of the said award in the money or stock due thereon or thereby, as belongs to or is

claimed by your orator as aforesaid, to wit: the sum of $8887 50, until the further order of this Court.

May it also please your Honors to grant unto your complainant a writ of subpœna directed to the defendant, to appear according to the rules and practice of this Honorable Court, and make answer to said bill, and further abide and perform the further order and direction of this Honorable Court; and that your Honors would grant such further or such other relief to which he may seem entitled on a full hearing of the premises as to your Honors may seem meet, and agreeable to equity; and, as in duty bound, your orator will ever pray, &c.

WILLIAM JUDSON.

A. H. LAURENCE,
Sol. for Compl't.

UNITED STATES OF AMERICA,
State and County of New York:

Personally appeared before me on this fifth day of May, 1851, William Judson, the above complainant, who being by me duly sworn, did depose and say, that he has read the aforegoing bill of complaint, subscribed by him, and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters which are therein stated to be on his information or belief, and as to those matters he believes it to be true.

CH. V. NEWTON,
U. S. Court of the Southern District of New York.

Which aforegoing bill of complaint is thus endorsed:—
"A bond in this case, with approved security, was filed with me."
10*th May*, 1851.

P. R. FENDALL,
U. S. Att'y D. C.

13*th May*, 1851.

"Let injunction issue as prayed by the Court.
Test, JNO. A. SMITH,
Clerk.

May 13*th*, 1851.

Schedule A.

(*Assignment, Williams to Judson.*)

This indenture, made the first day of January, one thousand eight hundred and forty-five, between Capt. Bradford B. Williams of the City of New York, and William Judson of the same city: Whereas, the said Williams, together with John Hartshorn and Joseph H.

Lord, of Boston, own and possess a certain claim or demand upon the Republic of Mexico, in behalf of the ship Henry Thompson, and cargo, upon which said claim or demand an award has been made to the claimants of twelve thousand five hundred and fifty-three dollars and sixty-seven cents (without including or adding to that award the interest allowed by such award), by the American Commissioners, of date the 25th day of February, 1842, under a convention of the eleventh of April, 1839, between the United States and the Mexican Republic.

And whereas, the said Williams owns and possesses all the right, title, property, and interest in said claim and award on account of the cargo of said vessel, except a certain interest therein owned by the said J. H. Lord, amounting to about one-sixth part of said claim and award, the whole of which said property and interest of the said Williams in said claim and award in behalf of said ship and cargo, amounts to the sum of eight thousand dollars, or thereabouts.

And whereas, the said Williams, by an instrument duly executed by him, on the seventeenth of October, 1844, in consideration of certain payments to be made, as therein specified, covenanted to execute and deliver to the said Judson such instruments as the said Judson might require, transferring to the said Judson all the right, title, property, and interest of the said Williams in the first proceeds of said claim and award to the amount of six thousand dollars, with interest added thereto from the first day of January, one thousand eight hundred and forty-five, up to the time of the receipt of said proceeds, the same rate of interest to be computed and added to the said amount of six thousand dollars, as shall be ultimately allowed upon said award by the United States or Mexican Government.

And whereas, all the payments required to be made by said covenant have been duly made: Now, therefore, this indenture witnesseth that the said Williams, in pursuance of said covenant, and in consideration of one dollar to him duly paid, hath sold and by these presents doth assign, transfer, and set over unto the said party of the second part, and his assigns, the first proceeds of all the right, title, property, interest, claim, and demand of the said Williams in said claim and award, to the amount of six thousand dollars, with interest thereon from the first day of January, 1845, till the time of the receipt of said proceeds, the same rate of interest to be computed and added to said amount of six thousand dollars as shall be intimately allowed by the United States or Mexican Governments.

And the said Williams doth covenant that he owns and possesses the whole of the said interest, so as aforesaid recited to be owned by him, and that he has good right and lawful authority to sell and convey the same, and that the whole of the said interest is free and unencumbered of all charges, liens, claims, and demands of every nature and kind whatsoever.

And the said Williams further covenants that he will not sell,

assign, transfer, pledge, nor in any manner create any debt, charge, lien, or incumbrance on any part of said right, title, property, interest, and demand, in said award or claim, which may be covered by this assignment, and that he will do no act by which the collection or recovery of the said right, property, interest, and demand hereby conveyed may or shall be hindered or retarded.

And the said Williams further covenants that he will not release or discharge any part of said claim or award, but will own and allow all lawful proceedings therein, and that he will not collect or receive any part or portion of the proceeds of said award or claim, till after the said Judson shall have received the said amount of six thousand dollars, with interest, as aforesaid. And the said Williams doth covenant to warrant and defend his said right, title, property, interest, and demand in said claim and award from and against all persons whomsoever.

And the said Williams doth hereby constitute and appoint the said Judson and his assigns his true and lawful attorney irrevocable, with power of substitution and revocation, to demand and receive, and to take all lawful ways for the collection and recovery of the interest hereby conveyed, and on payment or receipt to acknowledge the same, and attorneys one or more under him, for the purposes aforesaid, to make, and substitute, and at pleasure to revoke, hereby ratifying and confirming all that his said attorney or substitute shall lawfully do in the premises.

And the said Judson doth covenant that he will, out of the said proceeds of the said property and interest, hereby conveyed, allow to Dickens and Van Ness, agents at Washington, for the said claims, the sum of one hundred dollars at the time of the receipt of the same.

And to the performance of the foregoing covenants, the parties respectively bind their respective legal representatives as well as themselves.

In witness whereof the parties have hereunto set their hands and seals the day and year first above written.

B. B. WILLIAMS. [L. S.]
WILLIAM JUDSON. [L. S.]

In presence of
WILLIAM COIT.

(*Subpœna and Injunction.*)

Thereupon, injunction and subpœna issued, as prayed, returnable to the next June term of this court; whereupon, further proceedings in this cause was, by order of the court, continued to the first Monday of June next. At which said first Monday of June, in the year eighteen hundred and fifty-one, came into court here, as well the said complainant by his solicitor aforesaid, as Richard Wallach, Esq., Marshal of the District of Columbia, who made return to the

court here that he had summoned the said Wm. W. Corcoran, defendant aforesaid; and that he had also "enjoined Thomas Corwin, Secretary of the Treasury of the U. S., and Wm. W. Corcoran, on Wednesday, May 14, 1851, at 30 minutes past eleven o'clock," as by the injunction aforesaid he had been required.

Whereupon further proceedings in this cause was further continued by consent of complainant's solicitor, and by order of the Court, until the third Monday in October next; on which third Monday in October, in the year eighteen hundred and fifty-one, come into court here as well the said complainant by his solicitor aforesaid, as the said William W. Corcoran, the defendant, by James M. Carlisle, Esq., his solicitor, and the said defendant by his said solicitor, filed in court here the following answer and exhibits, to wit:—

CIRCUIT COURT OF THE DISTRICT OF COLUMBIA.

WILLIAM W. CORCORAN, def'dt, ats. WILLIAM JUDSON. } In Chancery.

(*Answer of W. W. Corcoran.*)

The answer of William W. Corcoran to the Bill of Complaint of William Judson.

This defendant, saving and reserving to himself all and all manner of benefit of exception to the manifold errors and defects in the said bill of complaint contained, nevertheless for answer thereunto, or to so much and such parts thereof as he is advised it is at all material that he should answer unto, doth now answering, say:—

That he admits that on or about the fifteenth day of April, in the year of our Lord one thousand eight hundred and fifty-one, an award was made upon a certain claim hereinafter more particularly described, by the Board of Commissioners under an act of Congress of 3d March, 1849, entitled "An Act to carry into effect certain stipulations of the treaty between the United States of America and the Republic of Mexico," in favor of their respondent as assignee of Bradford B. Williams & Joseph H. Lord, which said award was for the sum of fifteen thousand and fifty-one dollars.

Your respondent exhibits herewith, marked Def'ts Ex. A, a copy of the opinion and judgment of the said board of commissioners, setting forth the grounds and principles upon which the said award was made, and he likewise exhibits, marked Def'ts Ex. B (A copied at p. 35, and B copied at p 67), a copy of the assessment and final adjudication of the said board in the premises, whereby the above mentioned sum of $15,051 was adjudicated to this respondent, which said exhibits he prays may be taken as part of this his answer.

Your respondent further answering, says that it is true that he claims to be legally and equitably entitled to receive the whole of the amount of the said award as his own; that he has no knowledge or belief that the said complainant has any right or interest therein

whatever; and therefore he denies that the complainant hath any such right or interest whatsoever, and especially he denies that any such assignment or instrument as is charged in the complainant's bill to have been executed to him by the said Bradford B. Williams, on the first day of January, 1845, was in fact and truth executed on that day or at any time prior to the execution of the instruments or either of them, under which this respondent claims, as hereinafter set forth; and if it should turn out that it was so executed (which this defendant will not believe until the same shall be proved), this respondent denies that the same was executed for any valuable consideration, or that it was of any force, validity, or effect, in law or equity, to vest any right or title in the said complainant in the premises, or in any manner to affect the right and title of your respondent hereinafter set forth.

Your respondent, having no knowledge or belief that the said Bradford B. Williams entered into an agreement, or covenant, or writing, with the said complainant, for a valuable consideration, on the 17th day of October, 1844, as recited in said bill to have been made, denies that the fact was so, and humbly insists that if any such agreement or covenant were made, it is incumbent upon the complainant to produce and prove the same, and to prove the consideration therefor; and he prays that as well the said pretended agreement or covenant, as the said pretended assignment may be produced and proved, if any such exist, and that the consideration and *bona fides* thereof may likewise be duly made to appear, if such agreement and covenant or assignment shall be held (as he is advised it cannot be) otherwise sufficient to affect the rights of this respondent in the premises.

And this respondent further answering says, that in and by a certain convention between the United States and Mexico, made in the City of Washington on the eleventh day of April, in the year eighteen hundred and thirty-nine, for the adjustment of claims of citizens of the United States upon the Government of the Mexican Republic, it was by the first article of the said convention stipulated and provided that all claims of citizens of the United States, statements of which soliciting the interposition of the government of the United States had been presented to the Department of State, or to the Diplomatic Agent of the United States at Mexico, should be referred to four commissioners, who should form a board, and to be appointed, two by the government of the United States, and two by the government of Mexico; and in and by which convention it was further provided how the said board should adjudicate the said claims; and how, in the event of a difference of opinion between said commissioners in relation to the aforesaid claims, the same should be decided by an umpire, to be appointed as therein provided. Of all which and whatsoever else in the said convention is pertinent to the matter of the said bill, your respondent is advised that your honors will take judicial notice as of the supreme law of the land.

And this respondent further shows, that by an act of Congress passed and approved on the 12th day of June, 1840, to carry into effect the said convention between the United States and Mexico, it was amongst other things enacted, That so soon as the above-mentioned commission should be executed and completed according to the provisions of the said convention, the commissioners aforesaid should report to the Secretary of State a list of the awards made by them; and the records, documents, and all other papers in the possession of the said commission or its officers, or certified copies, or duplicates thereof, should be deposited in the office of the Secretary of State.

And this respondent further shows, that among the cases presented to the said Board of Commissioners (which was duly organized according to the said convention and act of Congress), was the case of the ship Henry Thompson; for the detention of which ship and the seizure of a portion of her cargo by the Mexican authorities at Vera Cruz, indemnity was claimed on behalf of the owners of the said ship and cargo respectively; upon which said claim the said commissioners appointed by the said two governments respectively differed in opinion; and the same was referred to the umpire who had been appointed in pursuance of the terms of the said convention. But the said umpire did not act upon or decide the said case; and the said board having executed and completed the said commission according to said convention, became extinct without the said umpire having acted upon, or decided the said case, the American Commissioners having reported favorably, and the Mexican Commissioners adversely to the same.

Your respondent further shows, that the said board having executed and completed the said commission according to the provisions of the said convention as aforesaid, the American commissioners, in pursuance of the enactment in the aforesaid act of Congress in that behalf, did report to the Secretary of State a list of the awards made by them, and did deposit in the office of the Secretary of State, according to the said law, the records, documents, and all other papers in the possession of the said commission or its officers, touching the claims preferred before it as aforesaid, and amongst the rest touching the said claim on behalf of the owners and shippers of the said ship Henry Thompson. And your respondent herewith exhibits as part of this answer a copy of the report of the said American Commissioners upon the said claim, marked Def't Exh't, C, (copied at p. 41.)

Your respondent further shows, that after the execution and completion of the said commission under the said convention, there being no treaty, convention, or arrangement of any nature whatsoever for the satisfaction of the unsatisfied claims not adjudicated or acted upon by the said umpire (among which was the said claim of the ship Henry Thompson), the Government of the United States, through the Department of State and its diplomatic agents at Mexico, continued, from time to time, to claim of the said Republic

of Mexico, a further arrangement for the settlement of the said unsatisfied claims; and in the year eighteen hundred and forty-three a convention was entered into between the said two governments, which, among other things, provided that a new convention should be entered into for such settlement: but the said convention of 1843 was not ratified by the said Republic of Mexico, and failed to be carried into effect; and the said Republic of Mexico failed and refused to enter into any convention or arrangement for the satisfaction of said claims (which had been declared without foundation in fact and law by the commissioners on her part named as aforesaid), until as hereinafter set forth and narrated. And your respondent further shows, that other causes of international difficulty having sprung up, and particularly the annexation of Texas to the United States, a war broke out between the United States and the said Republic of Mexico, in the spring of the year 1846, the claims aforesaid still being and continuing in the state and condition aforesaid.

That pending the said war, that is to say, in the month of June, 1847, one William B. Hart, claiming and appearing to be, and as your orator charges, being in fact the sole owner and proprietor of all the interest, right, and title which had been of the said Bradford B. Williams and the said Joseph H. Lord in and to the said claim of the ship Henry Thompson, urgently applied to this respondent to purchase the same from him, and exhibited to your respondent an authentic copy of the said report of the American Commissioners filed in the said Department of State, together with the muniments and evidences of the right and title of him, the said William B. Hart, to the whole interest which had been of the said Williams and Lord therein; which said muniments and evidences are hereinafter more particularly set forth. That your respondent was unwilling to enter into the said transaction, considering it altogether uncertain whether anything would ever be realized upon the said claim, though the same might be never so just; but being earnestly pressed by the said Hart to purchase the same, he finally consented to do so, provided he should be satisfied of the title of the said Hart in the premises. That to this end he caused a careful investigation to be made, not only of the chain of title exhibited by the said Hart as aforesaid, but of the records and files of the said commission so as aforesaid in pursuance of law deposited in the Department of State, and of the records and files of the said department touching the further representation of the claimants, and prosecution of their claims against the said Republic of Mexico, subsequent to the expiration of the said commission as aforesaid; for the purpose of ascertaining whether any other persons besides the said Hart had any interest, or claim, or pretence of title in the premises. That upon such investigation your respondent discovered nothing in any degree inconsistent with the title claimed by the said Hart, nor anything which could give him any notice, knowledge, or suspicion that the said complainant, or any other person or persons, had or claimed any right, title, or interest adverse to, or in any manner affecting the title claimed by the said Hart. That

upon being satisfied of this, and upon the legal opinion of an eminent member of your honor's bar (to wit: Jos. H. Bradley, Esq.), that the right and title of the said Hart was complete and perfect to sell and dispose of the whole interest which was of the said Williams and Lord in the premises at the date of the report of the American Commissioners as aforesaid, your respondent finally agreed to purchase, and did purchase from the said Hart first the one half, and afterwards the whole of the said claim, and all the right and interest therein, which had been of the said Williams & Lord, as hereinafter more particularly stated.

Your respondent avers that he made said purchases without any notice, knowledge, or suspicion, and without any reason to know or suspect that the said complainant, or any person, other than the said William B. Hart, had any right, title, or interest, or any claim or pretence of any right, title or interest in or to the said claim, or any part or parcel thereof; and your respondent further avers that he paid and delivered to the said William B. Hart, a full and adequate valuable consideration for the said claim, and, as your respondent well believes, much more than any other purchaser, at that time, could have been induced to give, and much more than its real market value, at that time, considering the existing state of things between the two countries, and the entire uncertainty in *in* regard to everything important to the value of the said claim, and which said consideration in money paid, and securities delivered, to the said Hart, largely exceeded the amount of four thousand dollars, recited in the instrument of assignment in that behalf hereinafter mentioned and set forth.

Your respondent further shows, that shortly after he became the proprietor of the whole of said claim, as aforesaid, he gave notice thereof to the Department of State of the United States, to wit: on the 16th day of August, 1847, which said notice was duly received and filed, with the record and documents touching the said claim, in the said department, all which will appear more fully by reference to copies of the said notice, and the acknowledgment thereof, herewith exhibited and marked "Def't Exhibit, D & E," (D copied at p. 66, and E at p. 67.) Your respondent further shows, that afterwards, and after and in pursuance of the treaty between the United States and the Republic of Mexico, commonly called the treaty of Guadaloupe Hidalgo, and after and in pursuance of the act of Congress to carry said treaty into effect, passed on the 3d of March, 1849, another Board of Commissioners was organized to adjudicate claims of citizens of the United States against the said Republic, and on or about the twenty-eighth day of June, A. D. 1849, your respondent filed his memorial before the said board, claiming, as assignee of the said Williams & Lord, through the various assignments hereinafter set forth, to have indemnity in the matter of the said claim to the same extent, and in the same manner, as the said Williams & Lord could have claimed if no such assignments had been made; upon which said

memorial, and the proof and arguments submitted by and on behalf of your respondent, the said board afterwards, that is to say, on the 9th day of January, 1850, pronounced and delivered the judgment and opinion whereof the said Exhibit A is a copy: reversing the adjudication of the amount of indemnity thereon, according to a rule of the said board, until the 15th day of April, 1851, when the same was adjudicated and delared as per said Exhibit B.

Your respondent further shows, that neither the said complainant, nor any person on his behalf, intervened or in any manner set up or pretended any right or interest in the said claim, so made by your respondent, before the said board, or in any manner prevented or contributed to prosecute the same; but that your respondent, alone, prosecuted the said claim, by his counsel, and expended and paid large sums of money in compensation for such prosecution by his counsel; and that the said complainant never set up or pretended any interest therein, nor gave any notice or intimation to your respondent that he claimed any such interest, until after the promulgation of the judgment of the said board that the said claim was valid and allowed thereby (if he really had any right or interest in the premises, which is denied), fraudulently withholding and concealing all knowledge or notice thereof from this respondent, and suffering this respondent to devote and expend a large amount of money, time, and labor to and in the prosecution of the said claim, in the full and reasonable confidence and belief that the same was wholly and solely the property of your respondent, as he still humbly insists it was and is.

Your respondent avers that he is a *bona fide* purchaser of the said claim, for a full and valuable consideration, and without notice, knowledge, or suspicion of any pretence of right or title by the complainant in the premises, as he humbly insists, as he is advised, that even if the said complainant had any such right, title, or interest therein, as now pretended in and by his said bill of complaint, he has, by his own laches and culpable neglect and misconduct in the premises, wholly lost the right to assert and give effect to the same, as against your respondent.

Your respondent further shows that the said claim, originally, so far as the same was founded upon the seizure of the cargo of the said ship, was the property of the said Williams & Lord; but whether jointly, or in several parcels and rights, or in what proportions they owned the same, he is not informed with certainty. That the said Williams was the owner of three-tenths of the said claim, so far as it was founded upon the detention of the said ship; the other seven-tenths being owned by one Hartshorn and one Richard Harding, who severally filed their memorials before the said last-mentioned board, and received awards for their respective interests in the premises.

And your respondent proceeding now to set forth the instruments

on which he founds his claim in the premises, with the dates thereof, as required by the said bill, further shows—

That, on or about the eleventh day of June, 1845, the said Bradford B. Williams, by an instrument of assignment, duly and sufficiently executed and acknowledged before the Hon'ble S. R. Betts, Judge of the District Court of the Southern District of New York, assigned one moiety, or equal half part of his interest in the said claim and award, to one Effingham H. Warner, which said original assignment is on file in the Department of State of the United States, with the records and files of the last-mentioned board; but a true copy whereof is herewith exhibited, marked Exhibit F (copied at p. 49), as part of this answer. That said Warner, on or about the 28th day of July, in the same year, gave notice of said assignment to the Department of State; a copy of which notice, taken from the records and files aforesaid, is herewith exhibited, marked Deft's Exhibit G, (copied at page 53.) That afterwards the said Warner, on or about the 15th day of August, in the same year, 1845, by an instrument of assignment, duly executed, assigned the one moiety, by him owned as aforesaid, to the said William B. Hart, which said original assignment is on file, among the records and files aforesaid, at the said Department of State: but a true copy whereof is herewith exhibited, marked Deft. Exhibit H, (copied at p. 54.)

That afterwards, on or about the 3d day of October, 1846, the said Joseph H. Lord, by an instrument of assignment, duly executed, and proved before and certified by the said Judge Betts, assigned all his interest in the said claim and award to the said William B. Hart; which said original assignment is on file, among the records and files aforesaid, at the Department aforesaid; but a true copy whereof is hereby exhibited, marked Def'ts Ex't I, (copied p. 60.)

That afterwards, on or about the 16th day of October, in the year 1846, the said Bradford B. Williams, by an instrument of assignment, duly executed and acknowledged before the said Judge Betts, assigned all his remaining interest in the said claim and award to the said William B. Hart; which said original assignment is on file, among the records and files aforesaid, at the Department aforesaid; but a true copy whereof is herewith exhibited, marked Def'ts Exhibit K, (copied p. 56.)

And your respondent further shows that the said Walter B. Hart, being thus the sole owner of the whole of the said claim, which had been of the said Williams and Lord, afterwards sold and assigned the whole of said claim, which had been of them, the said Williams and Lord (and which is the same by which the award aforesaid hath been made to your respondent), as hereinbefore more particularly stated, and duly executed and delivered the certain instrument of assignment thereof, of which a true copy is herewith exhibited, marked Def'ts Exhibit L, the original whereof is on file, with the records and files aforesaid, in the Department of State aforesaid, (copied at p. 63.)

Your respondent humbly submits that, by reason of the premises,

he is legally and equitably entitled to have and receive the whole amount of the award so as aforesaid made to him; and which amount he would have received but for the injunction heretofore granted by your Honors upon the bill of complaint aforesaid. He utterly denies that there is justly due and owing to the said complainant, out of the said award, the sum of six thousand dollars, with interest, as claimed in said bill; or any other sum or amount whatever. He submits that he, your respondent, hath, by reason of the premises, and by the award so as aforesaid made to him, a complete and perfect legal title to receive the whole of the said amount awarded as aforesaid, and that the complainant hath neither legal title or equity to receive any portion thereof; and that if it should be made to appear, by due and sufficient proof, that the said complainant hath or had any equity in the premises, yet, that the equity of your respondent is superior to that of the said complainant, and, being found with the legal title, cannot be disturbed by the said complainant by reason of anything alleged in his said bill.

This respondent, denying all and all manner of fraud, confederacy and combination, and having now fully answered, prays that the said injunction may be dissolved, and that he be hence dismissed, with his reasonable costs in this behalf most wrongfully sustained.

W. W. CORCORAN.

J. M. CARLISLE,
Sol. and of Counsel for deft.

DISTRICT OF COLUMBIA,
Washington County, sct:

On this seventeenth day of November, 1851, before me, the subscriber, a justice of the peace in and for the county aforesaid, personally appears William W. Corcoran, and makes oath that the matters and things stated in the foregoing answer are true, so far as stated of his own knowledge; and so far as stated on information and belief, he believes them true, as stated.

Witness my hand and seal the same day.

[SEAL.] ANTH'Y HYDE,
J. P.

Whereupon, further proceedings in the said cause were, by consent of the respective solicitors of the said complainant and defendant, and by order of this court, continued until the first Monday of December next: on which said first Monday in December, in the year eighteen hundred and fifty-one, came into court here, as well the said complainant as the said defendant, by their aforesaid respective solicitors, when the said complainant, by his solicitor aforesaid, filed in court here the following general replication, to wit:—

2167.

WILLIAM JUDSON
vs.
WILLIAM W. CORCORAN. } In Chancery.

(*General Replication.*)

This repliant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said defendant's answer, for replication thereto says, that he will aver and maintain and prove his said bill to be true, full and sufficient in law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied to by this repliant, without that, &c.

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties by their solicitors aforesaid, and by order of the court here, the said cause was regularly continued at rules, until the first Monday of October, 1853.

On which said first Monday of October, being in the year eighteen hundred and fifty-three, came into court here as well the said complainant as the said defendant by their respective solicitors, and filed in court here the following depositions and exhibits (copied, beginning at p. 48), and at the same time said solicitors filed in court here the following "agreement of counsel," to wit:—

JUDSON
vs.
CORCORAN. } Agreement f'd 12 Oct. 1853.

(*Agree't of Counsel.*)

It is agreed that the copies of depositions taken by the complainant may be used as originals. It is agreed that the various assignments exhibited by defendant, with his answer, are to be taken as proved. And also that the award and any other papers which either party may require, may be produced from the files of the State Depar't, or certified copies may be rec'd at the hearing, and that the cause be set for hearing by consent, at Oct. Term, 1853.

CARLISLE & BRADLEY,
A. H. LAURENCE.

Whereupon, all and singular the premises being by the court here seen and understood, and the said parties by their solicitors aforesaid being heard, and after mature deliberation being thereupon had, the said court made the following decree in the premises:—

WM. JUDSON
vs.
WILLIAM W. CORCORAN. } Decree.

(*Decree.*)

This cause coming on to be heard on bill, answer, general replication and testimony, and being submitted, it is now by the court, this 17th day of Dec'r, 1853, ordered, adjudged and decreed, that the bill of complaint be, and the same is hereby dismissed, and that the complainant do pay to the defendant his proper costs in this behalf sustained, to be taken by the clerk of this court.

By order of the court.

JNO. A. SMITH,
Clerk.

17 *Dec'r*, 1854.

(*Appeal.*)

Thereupon the said complainant, by his solicitor aforesaid, prayed, in open court, an appeal from the judgment and decree of the court aforesaid, to the Supreme Court of the United States, and to him the same is granted.

Whereupon the said complainant, by his solicitor aforesaid, files in court here a certain writing obligatory aforesaid, commonly called an appeal bond, in the words following, to wit:—

(*Appeal Bond*).

Know all men by these presents that we, William Judson and Charles Ely, of the city of New York and of the city of Washington, are held and firmly bound unto William W. Corcoran in the full and just sum of two hundred dollars, current money of the United States, to be paid to the said William W. Corcoran, his executors, administrators or assigns, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seal, and dated this nineteenth day of December, in the year eighteen hundred fifty-three.

Whereas, lately at a Circuit Court of the District of Columbia, sitting as a Court of Equity for Washington County, in a cause wherein William Judson was complainant, and William W. Corcoran defendant, a decree was rendered dismissing the said complainant's bill of complaint, and he having entered an appeal to the Supreme Court of the United States: Now the condition of the above obligation is such, that if the said William Judson shall prosecute his appeal to effect, and answer all damages and costs if he fail to make his plea good, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed and sealed in presence of Benj. H. Jarvies as to Judson and Ely.

WILLIAM JUDSON. [L. S.]
CHARLES ELY. [L. S.]
JOHN L. HAYES. [L. S.]

Which bond is thus endorsed, to wit:—

SOUTHERN DISTRICT OF NEW YORK,
City and County of New York, ss:

Charles Ely, of said city, being duly sworn, doth depose and say that he is worth the sum of four hundred dollars over and above all debts and liabilities, and further says not.

CHARLES ELY.

Sworn to this 22d day of December, 1853, before me,

JOSEPH BREDGHAM,
U. S. Com.

Approved,

W. CRANCH.

Which being read and heard, and the securities in the said bond being by the court here approved, it is therefore ordered by the court here that the record and proceedings aforesaid, in the plea aforesaid, with all things thereunto relating, be transmitted to the said Supreme Court of the United States, and the same are transmitted to said court accordingly.

Test, JNO. A. SMITH,
Clerk.

Exhibit A, in W. W. Corcoran's Answer.

Board of Commissioners on claims against Mexico. January 9, 1850.

Ship Henry Thompson, W. W. Corcoran, assignee, &c., claimant.

This claim was presented to the joint commissioners under the convention of the 11th April, 1839, and upon a disagreement of the American and Mexican members, was referred to the umpire, by whom it was returned undecided at the close of the commission.

(*Ex. A.*)

The facts upon which the claim is based, as proved by the testimony on file, are as follows:—

The ship Henry Thompson, an American vessel, registered at Boston, commanded by Bradford B. Williams, sailed from the port of Gibraltar on the 8th Dec., 1833, with a cargo, a part of which was destined for Vera Cruz, in Mexico, and a part for New Orleans, in the United States. The goods destined for those ports respectively were entered upon the manifest, and the place of destination of each

article properly specified. Upon the arrival of the vessel at Vera Cruz, on the 20th of January following, the master delivered to the collector of the port a copy of his manifest, and received permission to unload that portion of his cargo which was consigned to that port.

Shortly after that portion of the cargo was landed, a party of men, acting under the authority of the collector, went on board the ship and forcibly took possession of the residue of the cargo, which was consigned to New Orleans, carried it on shore, and deposited in the public stores.

Proceedings were also instituted by the collector before the District Judge, with a view to its confiscation.

The pretext for the seizure and the attempted confiscation of the goods, was the allegation that a law of Mexico, which prohibited foreign vessels from carrying goods to two or more ports, had been violated by the shipment of the cargo to Vera Cruz and New Orleans. The District Judge, upon an examination of the case, decided that the law referred to was intended to prohibit the coasting trade in Mexico by foreign vessels, and as the ship Henry Thompson contained goods consigned to only one port in Mexico, she did not come within the provisions of the law, and the goods were therefore not liable to confiscation. He, however, refused to order the redelivery of the goods to the master without the payment of duties, which he decided to be payable, under instructions from the Vice-President of the Republic. The master refused to pay the duties, and, after entering his protest before the United States consul at that port, abandoned the goods and sailed for New Orleans.

The goods thus forcibly seized and appropriated by the authority of the Mexican Government, were one hundred and fifty barrels and fifty quarter pipes of white wine, one hundred and fifty barrels of white brandy, fifty-seven bags of soft-shelled almonds, and twenty bags of corks.

The right of the claimant in this case to indemnity must be determined by the decision of the question: Were these goods subject to the payment of duties under the Mexican tariff?

The right of the Mexican Government to enact a law requiring foreign vessels, voluntarily coming into her ports, to unload the whole of their cargoes and pay duties upon them, even though portions of such cargoes were consigned to ports in another country, will not be questioned; and if it were made to appear that such a law existed at the time the cargo of the Henry Thompson was seized, the board would feel itself constrained to reject the claim; such a law, however, would be extraordinary in its character, and in contravention of those principles of liberality by which the commerce of civilized nations is governed.

The board cannot, in the absence of testimony, presume the existence of such a law.

The reasons assigned by the Mexican members of the joint-commission for their refusal to recognize the validity of the claim are

not found among the records or papers belonging to that commission. The only evidence which the board has been able to discover of their objections is found in the report to the umpire made by the American commissioners.

In their report, they say: "The only ground upon which they, the Mexican commissioners, now attempt to justify the detention of the articles destined for New Orleans is, that they were not accompanied by special manifests certified by the American Consul, or vice-consul, at the port of departure, as was required by the 4th article of the law of the 31st March, 1831."

From this statement, it appears that the claim that the goods were subject to the payment of duties was abandoned, and the defence of the Mexican Government was placed upon another ground.

It may well be supposed that the gentlemen who were selected by the Mexican Government to represent her in the joint commission, were familiar with the revenue laws of their own government, and that they would not have failed to present the law which justified the exaction of duties if such a law existed. Their failure to do so, and the fact that they rested the defence of their government upon a ground wholly different, is very strong presumptive evidence that no such law existed.

A letter from the American Consul at Vera Cruz, which is on file with the papers written immediately after the decision was made, refers to a provision in the Mexican tariff law of 1827, which provided that the re-embarkation of foreign goods, imported at any time, should not exempt them from the payment of important duties which were then enumerated, or which might be thereafter enumerated in the tariff, as the law under which those goods were held liable to the payment of duties. In the opinion of this board, the provisions of the law referred to could only be applied to such goods as had been voluntarily imported into Mexico; when they were voluntarily carried into her ports and landed upon her shores for sale or consumption, they were liable to the payment of duties, and could not claim an exemption from such liability upon a re-embarkation. It was a prohibition of the entry of goods for the purpose of a drawback of the duties. The law, however, had no application to the state of facts presented by this case. These goods were not imported into Mexico. They were shipped from Gibraltar to New Orleans. The port of their destination was entered upon the manifest. They were never intended to touch upon Mexican soil, or to be entered at a Mexican custom house. They were only taken within the harbor of Vera Cruz because the vessel in which they were shipped had a portion of her cargo consigned to that port, and only touched there on her passage to New Orleans to discharge the portion of the cargo which belonged there.

The goods in question were not voluntarily landed, but were forcibly seized and deposited in the public stores in opposition to the wishes of the master and against his protest. The landing of the

goods was made the pretext for the exaction of duties, and yet that landing was compulsory, and was in itself a violation of the rights of the owner of the property. The reason assigned by the Mexican members of the joint commission for the confiscation of the goods furnishes no justification, in the opinion of this board.

The absence of triplicate manifests, certified by a Mexican consul, was not a ground of confiscation under the law of 1831, referred to by them.

By the provisions of that law, the absence of such manifests, even if they were requisite in this case (which is not admitted), only subjected the party to a fine from one to fifty dollars.

Upon a careful examination of the case, the board is brought to the conclusion, that the exaction of duties was illegal and unauthorized, and constitutes a valid claim against the Government of Mexico, and the same is accordingly allowed, the amount to be awarded subject to the future action of the board.

The American members of the joint commission made an award in favor of Bedford B. Williams and Joseph H. Lord and the owners of the goods seized. Since that award was made, Williams and Lord have assigned their interest in the award, and the claim upon which it was based, and the whole interest in the claim has passed through several assignments, which are on file, to William W. Corcoran. These assignments are as follows:

June 11th, 1845: B. B. Williams assigned one-half of his interest to E. H. Warner.

Aug. 15th, 1845: Warner assigned the same interest to William B. Hart.

Oct. 15th, 1846: Williams assigned to Hart the residue of his interest.

Oct. 3d, 1846: Joseph H. Lord assigned to Hart all his interest in the claim.

June 18th, 1847: Hart assigned the whole claim to William W. Corcoran.

By these several assignments the whole became vested in the said William W. Corcoran, and the award is therefore made in his favor.

(Signed) GEO. EVANS,
CALEB B. SMITH,
Com'rs, &c., &c., &c.

Exhibit C.—Report and award of American Commissioners.

Mexican indemnity on Ship Henry Thompson and cargo.

Award to owners of *Ship* by American Commissioners	$4400 47
11 years' interest to 28th Feb., 1845, at 6 per cent.	2904 31
	$7304 78

Award to owners of *cargo* by American Commissioners	$8136 00
11 years' interest to 8th Feb., 1845, at 6 per cent. .	5367 76
	$13,503 76

Report of the American Commissioners.

The facts of this case are simply as follows:—

"The ship sailed from Gibraltar, under the command of Bradford B. Williams, on the 8th December, 1833, bound for Vera Cruz and New Orleans, with a cargo consisting partly of brandy, wine, paper, and other goods and merchandise to be delivered at Vera Cruz, and the remainder of the cargo, being one hundred and fifty barrels white brandy, one hundred and fifty barrels and fifty quarter pipes white wine, fifty-seven bags almonds, and twenty bags corks, was to be delivered at New Orleans; and also arrived at Vera Cruz on the 21st January, 1834, where the master delivered his manifests of the whole cargo, specifying particularly therein what part of the cargo was destined for Vera Cruz, and what articles for New Orleans.

"The delivery of the articles destined for Vera Cruz was completed on the 7th day of February, and on the day after, being the 8th, the articles of the cargo remaining on board, and destined for New Orleans, were forcibly taken from the ship and landed, by the orders of the collector of the port: On the 11th day of the same month of February, Captain Williams made a protest under oath in due form before the American Consul at Vera Cruz, against the proceedings that had taken place; and on 18th day of the same month, there appearing no prospect that the property thus forcibly and illegally taken from the vessel would be restored, the ship departed for New Orleans, the place of her ultimate destination. The facts therefore stated, are proved by the protest of the master, marked (B); and the letter of the American Consul, marked C. It appears also, by the letter of the American Consul first referred to, that the reasons alleged by the collector in the first place for seizing the property, was that the case came within the fifth article of the Tariff law of 1827, which prohibits to foreign vessels the trade from port to port (escala); but by the letter of the Consul, marked (D), it will be seen by the judge to whom the case was submitted, decided that it did not come within the principle of commerce from port to port, which had reference only to foreign vessels arriving with a cargo destined for different ports of the Mexican Republic, and not to vessels bound to New Orleans, but having some articles on board to be delivered on the way at Vera Cruz.

That the judge decided correctly upon this point is so clear that it would seem a waste of time under any circumstances to enter upon an argument to prove it; but all difficulty in regard to it is removed out of the way by the express disavowal on the part of our

Mexican colleagues of any defence or objection to the claim upon this ground.

"The only ground upon which they now attempt to justify the detention of the articles destined for New Orleans is, that they were not accompanied by special manifests or invoices certified by the Mexican Consul or Vice-Consul at the port of departure, as was required by the 4th article of the law of the 31st March, 1831.

"As the case rests, then, upon this single point, we believe it can be easily disposed of. Independently of all the objections which have been urged by us in other cases to this regulation of special manifests or invoices, to be certified by Mexican Consuls or Vice-Consuls, it is deemed sufficient to say that the regulation in question, like that of the trade from port to port, has no application to the present case; the papers thus to be signed by Mexican Consuls or Vice-Consuls were to accompany goods and merchandise destined for Mexican ports; and in such cases alone, had the Mexican Government the power to make any regulation of this kind: the laws of the United States required no certificates from Mexican Consuls to admit the entry of merchandsie at their ports, and it was wholly immaterial to the authorities of Vera Cruz whether the master of this ship had them or not for the portion of the cargo that was destined for New Orleans; all that was necessary was, that in the general manifest of the cargo the articles destined for New Orleans should be particularly specified and their destination stated, and that this was fully and correctly done is proved by the protest of the master before mentioned, and the letter of the consul first above referred to; but this same point appears by the letter of the American Consul, marked (C), to have been also submitted to the judge, and that so far from considering the special manifests with consular certificates necessary, he deemed the absence of such papers to be evidence that the articles in question were not intended for a Mexican port, and therefore no forfeiture or confiscation had been incurred under the law forbidding the trade from port to port; how strange, then, does it appear to hear it now contended that the want of these very papers authorized the detention and confiscation of the property.

The judge at Vera Cruz decided that the ship should be permitted to proceed to New Orleans with the portion of the cargo destined for that port, on the payment of the duties at Vera Cruz; but upon what principle could these duties be demanded? How could the part of the cargo destined for New Orleans and not violating any law at Vera Cruz, be subject to pay the duties of importation there?

The decision of exacting duties did not take place upon the ground either of there being any attempts to trade from port to port, or of there being no special manifests certified by a Mexican Consul of the port of the cargo in question, since in either of these cases the penalty of forfeiture or confiscation could have been enforced by the judge. And the very decision that there was no violation of the Mexican laws in either of these ways, carried with it the consequence, that

the articles destined for New Orleans were not subject to duty at Vera Cruz.

What action of the government took place after receiving the decision of the judge, we do not learn, further than the property was kept, and of course converted to the use of the government.

The illegality of demanding duties on goods not intended to be imported into a Mexican port, was fully discussed in the brig Ann.

We would therefore respectfully refer to that agreement, as there is no contradictory evidence in the case, it is deemed unnecessary to enlarge upon the views here presented.

We therefore award to the owners of the cargo on board the ship Henry Thompson, B. B. Williams & Joseph H. Lord, the following sum:—

1. The original cost, being for 150 barrels white brandy purchased of Hill & Blodget, at $8 per barrel		$1,200 00
For 150 bbls. and 50 qr. pipes white wine purchased of Hill & Blodget, 150 at $10, . . .	1,500	
50 at 12, . . .	600	
		2,100 00
For 57 bags almonds, 250 lbs. each, purchased of Hill & Blodget, @ $40 per bag		2,280 00
For 20 bags corks purchased of Hill & Blodget, at $60 per bag, document A		1,200 00
2. The profits which would have been realized by the sale of the above articles at New Orleans, say 20 per cent. on 6,780 . . . . Document A		1,356 00
		$8,136 00
3. Interest at 6 per cent. per an. is claimed on this amount ($8,136) from 8 Feb'y 1834, until an award is made.		
And there is awarded to John Hartshorn, agent for the owners of the ship—		
1. For the freight of the merchandise seized at Vera Cruz		$3,200 47
2. Demurrage at Vera Cruz, from the 8th day of Feb'y to the 18th day of Feb'y, 1834, being the time the ship was detained at Vera Cruz after the landing of her cargo, ten days at one hundred dollars per day		$1,000 00
3. For cash paid for stone ballast and labor at Vera Cruz, after deducting the amount it sold for at New Orleans		170 00
4. Cost of protest at Vera Cruz . . .		30 00
		$4,400 47
5. Interest on the above sum at the rate of 6 per cent. per an. from the 28th day of Feb'y, 1834, being the day the ship arrived at New Orleans, to the day on which an award shall be made.		

6. Cash paid for translating documents and papers in support of the foregoing claims . . . 7 20

Documents endorsed—"Read at the hearing as proved—under the agreement of counsel."

UNITED STATES OF AMERICA,
Department of State:

To all to whom these presents shall come, greeting:

I certify that the papers hereunto annexed are true copies, transcribed from and carefully collated with the originals on file in this department.

In testimony whereof I, Daniel Webster, Secretary of State of the United States, have hereunto subscribed my name, and caused the seal of the Department of State to be affixed.

Done at the city of Washington, this tenth day of December, A. D. 1851, and of the independence of the United States of America the 76th.

[L. S.] DAN. WEBSTER.

(*Exhibit F, in answer of W. W. Corcoran.*)

BRADFORD B. WILLIAMS to EFFINGHAM H. WARNER. } Assignment.

Know all men by these presents, that I, Bradford B. Williams, of the city, county, and State of New York, for and in consideration of the sum of seven thousand three hundred and eight dollars to me in hand paid by Effingham H. Warner, of the same place, the receipt whereof is hereby acknowledged, have assigned, transferred, and set over, and by these presents do assign, transfer, and set over unto the said Effingham H. Warner, his executors, administrators, and assigns, the one-half of a certain award made in favor of myself and Joseph H. Lord, on the twenty-fifth day of February, one thousand eight hundred and forty-two, by William L. Marcy and N. M. Breckenridge, commissioners appointed under the act of Congress, to carry into effect the convention with the Mexican Republic of the eleventh day of April, one thousand eight hundred and thirty-nine, which said award is in the words and figures following, viz:—

"We therefore award to the owners of the cargo on board of the ship Henry Thompson, B. B. Williams and Joseph H. Lord, the following sums:—

1*st*. The original cost, being 150 barrels white brandy purchased of Hill and Blodget, at $8 per barrel . $1200 00

For 150 barrels and fifty quarter pipes white wine, pur-

	chased of Hill and Blodget, 150 barrels, at $10 per barrel	1500 00
	50 quarter pipes, at $12 per . . .	600 00
For	57 bags of almonds, 250 lbs. each, purchased of Hill and Blodget, at $40 per bag . . .	2280 00
For	20 bags corks, purchased of Hill and Blodget, at $60 per bag, per document (A) . . .	1200 00
2*d.*	The profit which would have been realized by the sale of the above articles at New Orleans, say 20 per cent. on $6780, per document A . .	1356 00
		$8136 00

3*d.* Interest at 6 per cent. per annum is claimed on the amount ($8136 00), from 8th February, 1834, until an award is made.

To have, hold, and receive the same, unto the said Effingham H. Warner, his executors, administrators, and assigns, and heirs, to his and their own use and uses forever.

And that I, the said Bradford B. Williams, for the consideration aforesaid, have made, ordained, and constituted and appointed, and by these presents do make, ordain, and constitute and appoint the said Effingham H. Warner, his executors and administrators, my true and lawful attorney and attorneys irrevocably, for me and in my name, and in the name and names of my executors and administrators, but for the sole and proper use and benefit of the said Effingham H. Warner, his executors, administrators, and assigns, to ask, require, demand, and receive of the Mexican Government or its officers or agents, or the person or persons whose business it is, or may be, to settle said claim, the money due on said claim, and to grow due thereon, together with the interest thereon. And on non-payment thereof, to cause such proceedings to be instituted, or such measures adopted for the recovery and payment or satisfaction of the same, as the said Effingham H. Warner may think proper. And, on payment thereof, to cancel and deliver up said claim, and the evidences thereof, and give sufficient releases and discharges thereof, and one or more attorney or attorneys under him to constitute, and whatsoever the said Effingham H. Warner, or his attorney or attorneys shall lawfully do in the premises, I do hereby allow and confirm. And I do hereby covenant with the said Effingham H. Warner that I have not received, nor will receive, the said moneys due or the moneys to grow due on said claim, nor any part thereof, nor shall or will release or discharge the same or any part thereof, but will own and allow all lawful proceedings for the recovery thereof.

And I do hereby further covenant and agree with the said Effingham H. Warner that I will and do hereby hold myself ready to do any further or other acts, or execute any further or other instruments, papers, or writings, for the purpose of more effectually enabling the said Effingham H. Warner, his administrators, &c., to recover and

receive the amount of the said claim hereinbefore assigned; and that, whenever I am requested by the said Effingham H. Warner, or his attorneys, I will take prompt and efficient measures to procure any papers, documents, or evidences, which the said Warner may deem necessary to more fully establish or more easily recover said claim.

It is understood that the arrangement hereinbefore made is an assignment of one-half of the whole claim of $8136 00, and interest, and that the half of the claim so assigned is not in any way to be affected by the interest, whatever it may be, that the said Lord may have in the claim, but that the interest of the said Lord in the said claim is to be paid by me out of the remaining half of the said claim.

In witness whereof, I have hereunto set my hand and seal, this eleventh day of June, in the year of our Lord one thousand eight hundred and forty-five.

(Signed) B. B. WILLIAMS. [L. S.]

Sealed and delivered in the presence of
SAML. R. BETTS.

UNITED STATES OF AMERICA,
Southern District of New York.

Before me, the undersigned, Judge of the United States for the Southern District of New York, personally appeared the above-mentioned and described Bradford B. Williams, to me known, and acknowledged that he signed, sealed and delivered the above instrument in writing as his free act and deed, for the uses and purposes therein expressed.

In witness whereof I have hereunto set my hand and seal, at the City of New York, this 11th day of June, A. D. 1845.

[L. S.] SAML. R. BETTS,
U. S. Judge.

(*Ex't G.*)

(*Exhibit G, in answer of W. W. Corcoran.*)

WASHINGTON CITY, 28 *July*, 1845.

SIR: For the information of the Department, and all others concerned, I have the honor to inform you that Mr. E. H. Warner, of New York, has received an assignment (a copy of which is enclosed) of a one-half interest in a claim of Messrs. B. B. Williams and Joseph H. Lord against the Republic of Mexico, for a portion of the cargo of the ship Henry Thompson.

This claim was duly presented to the late board of commissioners, and an award made by the American commissioners in favor of the claimants, but was not acted on by the umpire before the said com-

mission expired. I desire that the department may take notice of this assignment in any future action upon said claim, and that this notice, together with the enclosed copy of said assignment, may to that end, be placed on file with the papers of said claim now in your department, and that you will be so kind as to acknowledge the receipt of this letter and its enclosure.

Very respectfully, your obd't ser't,

(Signed) CHA. E. SHERMAN,
Att'y of E. H. Warner.

HON. JAMES BUCHANAN,
Secretary of State, Washington City, D. C.

Exhibit H, in answer of W. W. Corcoran.

EFFINGHAM H. WARNER } Assignment.
to
WILLIAM B. HART.

Know all men by these presents, that I, Effingham H. Warner, of the City of New York, for value received have sold, and by these presents do grant, assign and convey unto William B. Hart, of the same place, his executors, administrators and assigns, the one-half of a certain award made in favor of Bradford B. Williams and Joseph H. Lord, on the twenty-fifth day of February, one thousand eight hundred and forty-two, by William L. Marcy and H. M. Breckenridge, commissioners appointed under the act of Congress to carry into effect the convention with the Mexican Republic of the eleventh day of April, one thousand eight hundred and thirty-nine, which said half of the said award was assigned to me by the said Bradford B. Williams, by assignment dated June 11, A. D. 1845:

To have and to hold the same unto the said William B. Hart, his heirs, executors, administrators and assigns forever, to and for the use of the said William B. Hart forever, hereby constituting and appointing the said William B. Hart my true and lawful attorney irrevocable, in my name, place and stead, for the purposes aforesaid, to ask, demand, sue for, attach, levy, recover and receive, all such sum and sums of money which now are or may hereafter become due, owing and payable for, or on account of all, or any of the accounts, dues, debts and demands above assigned, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary as fully to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

In witness whereof I have hereunto set my hand and seal, this

fifteenth day of August, in the year one thousand eight hundred and forty-five.

(Signed) E. H. WARNER. [L. S.]

Sealed and delivered in the presence of
A. G. MONTGOMERY.

Exhibit K, in answer of W. W. Corcoran.

B. B. WILLIAMS to WM. B. HART. } Assignment.

Know all men by these presents, that I, Bradford B. Williams, of the City, County, and State of New York, for and in consideration of the sum of five thousand and five hundred dollars to me in hand paid by William B. Hart, of the same place, the receipt whereof is hereby acknowledged, have assigned, transferred and set over, unto the said William B. Hart, his executors, administrators and assigns, a certain award made in favor of myself and Joseph H. Lord, on the 25th day of February, one thousand eight hundred and forty-two, by William L. Marcy and H. M. Breckenridge, commissioners appointed under the act of Congress, to carry into effect the convention with the Mexican Republic of the eleventh day of April, one thousand eight hundred and thirty-nine, on a certain claim made by us against the Mexican government for the seizure and detention of the ship Henry Thompson, and our interest in the cargo of said ship, being all the interest of myself and the said Joseph H. Lord in the said vessel and cargo, and the award made thereupon: To have, hold and receive the same unto the said William B. Hart, his heirs, executors, administrators and assigns, to his and their own use and uses forever. And that I, the said Bradford B. Williams, for the consideration aforesaid, have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint the said William B. Hart, his executors and administrators, my true and lawful attorney and attorneys, irrevocably for me and in my name, and in the name and names of my executors and administrators, but for the sole and proper use and benefit of the said William B. Hart, his executors, administrators and assigns, to ask, require, demand and receive of the Mexican Government, or its officers or agents, or the person or persons whose business it is, or shall or may be to settle said claim, the money due on said claim, and to grow due thereon, together with the interest thereon, and on non-payment thereof to cause such proceedings to be instituted, or such measures adopted for the recovery and payment, or satisfaction of the same, as the said William B. Hart may think proper; and on payment thereof to cause and deliver up said claim, and the evidences thereof, and give sufficient releases and discharges thereof, and one or more attorney or

attorneys under him to constitute and appoint, and whatsoever the said William B. Hart, or his attorney or attorneys, shall lawfully do in the premises, I do hereby allow and confirm; and I do hereby covenant with the said William B. Hart, that I have not received, nor will receive the said moneys due, or the moneys to grow due on said claim, nor any part thereof, nor shall or will release or discharge the same, or any part thereof, but will own and allow all lawful proceedings for the recovery thereof; and I do hereby further covenant and agree with the said William B. Hart, that I will and do hereby hold myself ready to do any further or other acts, or execute any further or other instruments, papers or writings, for the purpose of more effectually enabling the said William B. Hart, his administrators or assigns, to recover and receive the amount of the claim hereinbefore assigned, and that whenever I am requested by the said William B., or his attorney, I will take prompt and efficient measures to procure any papers, documents or evidences which the said William B. Hart may deem necessary to more fully establish or more easily to recover said claim.

In witness whereof, I have hereunto set my hand and seal, this sixteenth day of October, in the year of our Lord one thousand eight hundred and forty-six.

(Signed) B. B. WILLIAMS. [L. S.]

Sealed and delivered in presence of
J. JONES MUMFORD.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

On this twenty-sixth day of October, A. D. 1846, before me, George W. Morton, Deputy Clerk of the District Court of the United States for the Southern District of New York, and United States Commissioner, personally appeared Bradford B. Williams, well known to me to be the person mentioned and described in the foregoing instrument of writing, who acknowledged that he executed the same as his voluntary act and deed, for the uses and purposes therein mentioned, which to me is satisfactory proof of the due execution of the same.

(Signed) GEO. W. MORTON,
D'y Clk.
——— ———, *U. S. Com'r.*

(*Exhibit J, in answer of W. W. Corcoran.*)

JOSEPH H. LORD to WILLIAM B. HART. } Assig't of award.

Know all men by these presents, that I, Joseph H. Lord, of the city of Boston, in the State of Massachusetts, for value received,

have sold, and by these presents do grant, assign, and convey unto William B. Hart, of the city, county, and State of New York, all the right, title, and interest which I now have, or hereafter may or can have in and to a certain award made in favor of Bradford B. Williams and myself on the twenty-fifth day of February, one thousand eight hundred and forty-two, by William L. Marcy and H. M. Breckenridge, commissioners appointed, under the act of Congress, to carry into effect the convention with the Mexican Republic of the eleventh day of April, one thousand eight hundred and thirty-nine; and also all the right, title, interest and claim which I now have, or hereafter may or can have, in and to fifty quarter pipes of white wine, seized by the Mexican Government at the port of Vera Cruz, from on board the ship Henry Thompson, on the eighth day of February, one thousand eight hundred and thirty-four; of which said ship the said Bradford B. Williams was at that time master: To have and to hold the same unto the said William B. Hart, his heirs, executors, administrators, and assigns forever, to and for the use of the said Wm. B. Hart, his heirs, executors, administrators and assigns forever; hereby constituting and appointing the said William B. Hart my true and lawful attorney, irrevocable in my name, place, and stead, for the purposes aforesaid, to ask, demand, sue for, attach, levy, recover and receive all such sum and sums of money which now are or may hereafter become due, owing and payable for or on account of the said award, made as aforesaid and hereby assigned, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation; hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

In witness whereof, I have hereunto set my hand and seal, the twenty-third day of October, in the year one thousand eight hundred and forty-six, at Boston.

J. H. LORD. [L. S.]

Signed, sealed, and delivered in the presence of
B. B. WILLIAMS.

UNITED STATES OF AMERICA,
Southern District of New York:

On this 28th day of October, A. D. 1846, before me, George W. Morton, Deputy Clerk of the District Court of the United States, and United States Commissioner, personally appeared Bradford B. Williams, who, being by me duly sworn, did depose and say that he saw Joseph H. Lord, well known to him to be the person mentioned and described in the foregoing instrument of writing, sign, seal, and acknowledge the same to be his voluntary act and deed, for the uses

and purposes therein mentioned; and he, deponent, became a subscribing witness to the execution of the same, which to me is satisfactory proof of its execution.

GEO. H. MORTON,
D'y Cl'k and U. S. Comm'r.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

Before me, this day, personally appeared Bradford B. Williams, who being by me duly sworn, made oath that he saw Joseph H. Lord (whom he well knows) sign, seal, and deliver the within instrument in writing, as his free act and deed, and that the deponent became a subscribing witness to the execution thereof; all which I certify.

Given under my hand and seal, at the city of New York, this second day of November, A. D. 1846.

[SEAL.] SAML. R. BETTS,
Judge of the United States for the Southern District of New York.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, James W. Metcalf, Clerk of the District Court of the United States of America for the Southern District of New York, do hereby certify that I am well acquainted with the handwriting of Samuel R. Betts, whose name is subscribed to the annexed certificate of acknowledgment, and that the signature to the same is in his proper handwriting.

And I do further certify that he was, at the time of signing the same, Judge of the District Court of the United States of America for the Southern District of New York.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the said District Court, this second day of November, in the year of our Lord one thousand eight hundred and forty-six, and of the independence of the United States the 71st.

[L. S.] J. W. METCALF,
Clerk.

(*Exhibit L, in answer of Wm. W. Corcoran.*)

WM. B. HART to WM. W. CORCORAN. } Assignment of award.

Know all men by these presents that I, William B. Hart, of the city of Washington, in consideration of the sum of four thousand dollars to me by William W. Corcoran, of the same city, in hand

paid, the receipt of which is hereby acknowledged, have bargained, sold, assigned, transferred, and set over, and do hereby bargain, sell, assign, transfer, and set over to the said William W. Corcoran, his executors, administrators, and assigns, the whole of all the right, title, interest, claim, and demand which I now have, or which may or can hereafter arise, and come to me, my executors, administrators, or assigns, of, in, and to a certain award made in favor of Bradford B. Williams and Joseph H. Lord, on the twenty-fifth day of February, eighteen hundred and forty-two, by William L. Marcy and H. M. Beckenridge, commissioners appointed under the act of Congress to carry into effect the connection with Mexico, of the eleventh day of April, 1839, and also all the right, title, interest, claim, and demand of the said Bradford B. Williams and Joseph H. Lord respectively, in, to, or upon the vessel and cargo, or either of them, in said award mentioned, to have and to hold the whole of said claim unto the said William W. Corcoran, his executors, administrators and assigns, to his and their own proper use. And I hereby constitute and appoint the said William W. Corcoran, his executors, administrators, and assigns, irrevocable attorney and attorneys, in the name, place, and stead of the said Bradford B. Williams and of Joseph H. Lord respectively for the purpose aforesaid, to ask, demand, sue for, and receive, and fully to receipt for every such sum and sums of money which now are, or which may hereafter be conceded, owing or payable for or on account of the said award made, as aforesaid, and hereby assigned and transferred, hereby giving and granting to the said William W. Corcoran, his executors, administrators, and assigns, as to the said whole of the claim and award hereinbefore mentioned and recited, all the power and authority heretofore delegated to me by the said Bradford B. Williams and Joseph H. Lord respectively, to do and perform all and every act and thing which may be deemed necessary in the premises, and fully ratifying and confirming all and whatsoever he or they may and shall lawfully do in and about the same.

And I do hereby bind myself, my executors, administrators, and assigns, to make, execute, acknowledge, and deliver all such other and further deeds and acts as shall be deemed necessary fully to convey, assign, and transfer the whole of the said award to the said William W. Corcoran, his executors, administrators, and assigns.

Witness my hand and seal this eighteenth day of June, 1847.

(Signed) W. B. HART.

Signed, sealed, and delivered in presence of
RICHARD KEY WATTS.

DISTRICT OF COLUMBIA,
Washington County, ss:

Be it known, that on this eleventh day of August, 1847, before

me, the subscriber, a Justice of the Peace in and for the county aforesaid, personally appeared William B. Hart, and acknowledged the letter of attorney and assignment, hereto before written, to be his act and deed.

Acknowledged before

RICHARD KEY WATTS, J. P. [L. S.]

(*Exhibit D, in answer of W. W. Corcoran.*)

WASHINGTON, 16*th Aug.*, 1847.

Hon. JAS. BUCHANAN, *Sec'y State U. S.*

SIR: Mr. Wm. B. Hart, in virtue of power and authority delegated to him by Bradford B. Williams and Joseph H. Lord, hath assigned to me, by deed of 18th June, 1847, all the right, title, and interest of said Williams & Lord in and to a certain award made in their favor, on the 25th Feb'y, 1842, by the Commissioners appointed under the Act of Congress, to carry into effect the convention with Mexico, of the 11th April, 1839; and I respectfully ask that this letter may be filed with the other papers in your office, appertaining to said answer, to serve and avail me at a proper time.

Very resp'tf'lly,
Y'r ob't serv't,
W. W. CORCORAN.

(*Exhibit E, in answer of W. W. Corcoran.*)

DEPARTMENT OF STATE,
Washington, August 17, 1847.

WILLIAM W. CORCORAN, ESQ., *Washington, D. C.*

SIR: I have to acknowledge the receipt of your letter of the 16th inst., stating that Mr. Wm. B. Hart, by virtue of power and authority vested in him by Bradford B. Williams and Joseph B. Lord, has assigned to you, by deed of 18th June, 1847, all the right, title and interest of said Williams & Lord in and to a certain award made in their favor on the 25th Feb'y, 1842, by the Commissioners appointed under the Act of Congress to carry into effect the convention with Mexico of the 11th of April 1839, as requested by you. I have caused your letter to be placed on file with the papers in this department appertaining to the said award.

I am, sir, very respectfully,
Your obd't serv't,
(Signed) JAMES BUCHANAN.

(*Exhibit B, in answer of W. W. Corcoran.*)

Extract from the "Docket" of the "Commission on claims against Mexico, under Treaty of 2d Feb'y, 1848.

Wm. Corcoran, assignee of Bradford B. Williams, Ship Henry Thompson. Filed June, 1849. Rec'd for illegal exaction of duties. Allowed Jan'y 9, 1850.

Awarded April 15, 1851	$8136 00
Interest	6915 00
Total, ...	$15,051 00

The testimony of Wm. Coit, taken on a commission on behalf of complainant, endorsed "Copy deposition by comp'lt—see "agreement of counsel"—filed 12th Octo., 1853." Also, further endorsed: "I hereby certify that the within is a true copy of the testimony of William Coit, and also a true copy of the original Exhibit A, produced before me on said Coit's examination.

C. W. NEWTON,
U. S. Com'r."

UNITED STATES OF AMERICA,
Southern District of New York,
City and County of New York, ss:

Be it remembered, that on this 17th day of April, in the year of our Lord one thousand eight hundred and fifty-two, I, Charles W. Newton, a Commissioner duly appointed by the Circuit Court of the United States for the Southern District of New York, in the second Circuit, under and by virtue of the acts of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of United States," passed Feb. 20th, 1812, and the Act of Congress entitled "An act in addition to an act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States," passed March 1st, 1817, and the act entitled "An act to establish the Judicial Courts of the United States," passed Sept'r 24, 1789, did call and cause to be and personally appear before me, at the office of Henry Nicoll, Esq., No. 7 Nassau Street, in the city of New York, in the said Southern District of New York, in the State of New York, William Coit, to testify and the truth to say on the part and behalf of the complainant in a certain suit or matter of controversy, now depending and undetermined in the Circuit Court of the United States for the District of Columbia, wherein William Judson is complainant, and William Corcoran and Hon. Sec'y Treasury of U. S. are defendants; and the said William Coit being of lawful age, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said William Coit, and he did thereupon depose, testify, and say as follows, viz:—

Circuit Court of the United States for the District of Columbia.

WILLIAM JUDSON
vs.
WILLIAM W. CORCORAN and HON. SECRETARY TREASURY U. S.

On the 17th day of April, 1852, appeared before me counsel for the above parties, whereupon the counsel for the above-named complainant produced as a witness William Coit, who being by me duly sworn, gave answer and deposed:—

(*W. Coit's Evidence.*)

Questions by defendants' counsel, Henry Nicol, Esq.

Q. What is your occupation and residence?

A. I am an attorney-at-law, and reside in the city of Brooklyn, State of New York.

Q. Have you any interest in the subject-matter in controversy in this suit?

A. None whatever, and never had any interest in it.

Questions by complainant's counsel.

Q. Were you a subscribing witness to the annexed instrument, marked "Exhibit A" (copied at p. 8)? If you answer yea, state particularly all your knowledge as to the execution of said instrument.

A. I am a subscribing witness to said exhibit, and recollect seeing the instrument executed by Bradford B. Williams and William Judson. It was signed and executed in my presence, and I believe at the date and time said instrument is dated. I am and was acquainted with both of the parties who executed said instrument.

Q. Do you recollect the negotiation in relation to which said instrument has reference; if so, when and where did you acquire such knowledge?

Question objected to by Henry Nicoll, Esq., counsel for defendant. Question reserved.

A. In the year 1844 Mr. Judson and myself occupied offices together, and Capt. Williams, as we called him, in the summer of that year was often in the office to see Mr. Judson upon the subject of certain Mexican claims, which Capt. Williams claimed to have. They were protracted negotiations which were carried on between Mr. Judson and Capt. Williams in relation to the sale and purchase of an interest therein. Those negotiations resulted in a sale of a certain interest to Mr. Judson in the summer of 1844, according to the declaration of Mr. Judson and Capt. Williams at the time, and there was also some written instrument prepared and executed at that time between them. What was the precise nature of that in-

strument I could not state. I know from Capt. Williams' repeated declarations made at that time, that he received money from Mr. Judson on the claim. It was a matter that he often spoke to me about at that time, and afterwards. After this sale to Mr. Judson I recollect distinctly, that Capt. Williams would come into the office occasionally and banter Mr. Judson about buying it back, or making some other arrangement in relation to it. I don't know that I can state anything more particularly about it, without my attention being called to it.

Counsel for the defendant here objects to the admissibility of the above answer as evidence.

Q. Do you recollect whether anything was said by Capt. Williams in regard to the value of the claim purchased by Mr. Judson about the time of the purchase; if so, what was said?

Objected to by defendant's counsel. Reserved.

A. His talk upon that subject was various; sometimes he would treat it as being of considerable value, and at other times he would laughingly say "That he did not consider it worth a damn;" that was his expression.

Answer objected to. Reserved.

Q. Do you, or not, recollect whether Capt. Williams said anything in regard to the price Mr. Judson paid for it; whether it was too much, or too little?

Objected to. Reserved.

A. From various expressions made by Mr. Williams at that time, I inferred that he was satisfied by the trade. I can't recollect specifically what he said on that subject. I know that Capt. Williams was very constant in his endeavors to make a sale to Mr. Judson. It was a matter that was a subject of conversation, and under negotiation for a long time in the office.

Answer objected to. Reserved.

William Coit *cross-examined* by Henry Nicholl, Esq., on the part of defendant.

Q. Was you interested or in business with the complainant in summer of 1844?

A. I was not; I had no connection with him.

Q. State as particularly as you can, what part of the summer the negotiation you speak of in your direct examination took place.

A. According to my best recollection, the negotiations between the parties ran through about the whole summer; at what precise time they were closed I cannot state, except that it was in the warm season of the year.

Q. Did you know what Capt. Williams' pecuniary circumstances were at the time?

A. I had no personal knowledge of his pecuniary circumstances at that time; I judged from his conversations that he was in want of money or in need of money.

Q. How much did he offer to sell the interest in the claim referred to, for?

A. According to my best recollections, the sum finally agreed upon for the interest sold was something like five hundred dollars; I am not able to state positively the amount.

Q. Have you any personal knowledge that the complainant paid that sum, or any other sum of money to Capt. Williams?

A. I have no recollection of ever having seen any money paid; I recollect distinctly of Capt. Williams speaking about receiving money for the claim.

Defendant's counsel here objected to all declarations of Williams as inadmissible, and not responsive to the question.

The witness states that this admission was in the presence of Mr. Judson.

Same objection as above.

There was a great deal of banter between the parties after the trade was made. Capt. Williams would often laughingly tell Mr. Judson that he would never make anything out of it. Sometimes he would express an opinion he would.

Defendant objects to the answer as above reserved.

Q. How do you know that a written instrument was prepared and executed upon the sale or at the time of these negotiations, as stated in your direct examination?

A. I recollect of Mr. Judson's preparing a paper and altering it a good deal, and that he and Capt. Williams figured upon it some time, and that finally some sort of an agreement was executed, which I feel quite sure I witnessed myself. I do not know where that agreement is; I don't recollect that I have ever seen it since the time of its execution.

Q. Upon the execution of the paper last referred to, was there any money paid or any note or other security given by the complainant to Capt. Williams?

A. There may have been, but I can't swear positively that there was.

Q. Have you any recollection at all of seeing anything of the kind?

A. I can say with regard to that, I have an impression upon my mind that Mr. Judson did draw a check or note and give to Capt. Williams, but that impression is so indistinct that I cannot swear positively to the fact.

Q. Was the complainant at the time, or had he been prior to that, in the habit of loaning Capt. Williams sums of money?

A. I could not say as to that whether he had or not.

Q. What was Capt. Williams' occupation during the time of the negotiation referred to?

A. He had not at that time any regular occupation that I am aware of.

Q. Do you know Effingham H. Warner? If so, how long have you known him?

A. I do not personally know him.

Q. During the time of the negotiation referred to, did you hear Capt. Williams speak of Effingham H. Warner?

A. I have no present recollection of ever having heard his name mentioned.

Q. Do you know Mr. William B. Hart?

A. I do not.

Q. During the time of these negotiations, did you ever hear Capt. Williams speak of him?

A. I have no recollection of hearing his name mentioned.

Q. Was Capt. Williams in the habit of coming often to the office of Mr. Judson after the sale referred to in your direct examination?

A. Not as often as before the sale, but yet he not unfrequently came in.

Q. Do you recolleet of seeing him there after the 1st January, 1845?

A. It is according to my best recollection that I saw him in the office occasionally after that. I occupied the office with Mr. Judson until April or May, 1845; and there was another gentleman by the name of James B. Crane, who was an attorney, and occupied the office with me. He is not now in the city; I believe he resides in Maryland. Capt. Williams frequently dropped into the office to talk with Crane and myself, or with any of us who were there at the time. Capt. Williams spent hours in the office, and has been a client of mine since that time. He is now in California as I understand, but don't know what part of the State.

Q. During all these negotiations and afterwards, do you know what was Mr. Judson's opinion of the value of this Mexican claim?

A. Yes, I know that Mr. Judson often spoke of it, said that he thought there was a chance of his getting considerable out of it, but yet that he might lose all he paid.

Q. Did you hear Capt. Williams make any offer to Mr. Judson to purchase back the claim?

A. I have no recollection that any distinct offer was made. I know that purchasing it back was a subject of conversation. I have recollection that any price was stated. Mr. Judson did not agree to sell it back. I never knew of any agreement to sell it back. I can't recollect precisely what was said when the offer to purchase it back was made. I know that Mr. Judson's position substantially was, that he would retain the claim. I know that from the substance of the conversations, but the particulars of the conversations I cannot state.

Q. Do you remember of anything being said during these negotiations, or after, by Capt. Williams, that if he returned the money he was to have the claim back?

A. I do not recollect that he said that, but I recollect of his saying to me that there was some other party who would take an interest in the claim, or would take the whole claim, and that Judson's interest was in the way; he did not mention the name of the party; If he did I don't recollect. This was in the same year. I should think it was in the fall of 1844. I can't be positive as to the exact time. I can't say whether it was before or after the execution of Exhibit A.

Q. Have you any means of ascertaining the time of the execution of Exhibit A, to which you are the subscribing witness?

A. I have not any means of ascertaining exactly when that instrument was executed. I have a recollection that it was executed after the other instrument I have referred to; and, according to my best recollection, the execution must have been at the time it bears date. I have a distinct recollection of the execution of the instrument apart from recognizing my signature as a subscribing witness. It is my very strong impression that it was executed before my leaving the office, in April or May, 1845, but I cannot be positive.

Q. Did you see any money paid or security given at the time of the execution of this instrument?

A. I have no recollection that there was any paid.

Direct Examination resumed.

Q. State whether you have any doubt that this instrument, marked Exhibit A, was executed before you left the office in April or May, 1845.

Question objected to by defendant's counsel as leading.

A. I can scarcely say more upon that subject than I have. Practically speaking, I can say I have no reason to doubt it was executed on the day it bears date, and I think it could not have been executed after I left the office, in April or May, 1845.

WILLIAM COIT.

The defendant's counsel consents that a copy of the Exhibit A be annexed to this deposition in the place of the original.

Here follows Exhibit A, which is copied at page 8 of this record:—

UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, Charles W. Newton, a Commissioner duly appointed by the Circuit Court of the United States for the Southern District of New York, in the second circuit, under and by virtue of the acts of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20, 1812, and the act of Congress entitled an act in addition to an act entitled "An act for the more convenient

taking of affidavits and bail in civil causes depending in the courts of the United States," passed March 1, 1817, and the act entitled An act to establish the Judicial Courts of the United States, passed Sept. 24, 1789, do hereby certify that the reason for taking the foregoing deposition is, and the fact is, that the witness, William Coit, resides in the City of Brooklyn, County of Kings, and State of New York, more than one hundred miles from the place of trial or hearing of said cause.

I further certify that a notification of the time and place of taking the said deposition, signed by complainant's counsel, was made out and served on the defendant's counsel, whereby he was notified so as to be present at the taking of the deposition and to put interrogatories, if he or they might think fit.

I further certify that on the 17th day of April, 1852, I was attended by Henry Nicoll, Esq., counsel for defendant, and by the plaintiff in person, and by the witness, who was of sound mind and lawful age, and the witness having been by me carefully examined and cautioned and sworn to testify the whole truth, the deposition was by me reduced to writing in the presence of the witness, who subscribed the same in my presence; I have retained the said deposition in my possession for the purpose of transmitting the same to the court for which the same was taken. I further certify that I am not of counsel or attorney for either of the parties in said deposition and caption named, or in any way interested in the event of the said cause named in the caption.

In testimony whereof I have hereunto set my hand and seal, this 17th day of April, in the year of our Lord one thousand eight hundred and fifty-two.

[L. S.] CHARLES W. NEWTON,
U. S. Commissioner.

Deposition of Wm. W. Corcoran.

COMMONWEALTH OF MASSACHUSETTS,
[L. S.] *Suffolk, ss:*

To David A. Hall, Esquire, Commissioner appointed by the Governor of said Commonwealth of Massachusetts, in Washington, District of Columbia, or to either of the Massachusetts Commissioners in said District of Columbia, greeting:

Assured of your prudence and fidelty, we do by these presents appoint and empower you in a suit now pending in our Supreme Judicial Court for our said County of Suffolk, between Mercantile Marine Insurance Company as plaintiff, and W. W. Corcoran as defendant, at a certain time and place to be by you appointed, to cause the said W. W. Corcoran, a citizen of and a resident at Washington, in the District of Columbia, to come before you, and to take his signature and oath to the answers to the interrogatories hereunto annexed, and thereupon to certify the said answers under

your hand and seal of office. Of this our writ, with your doings by warrant of the same, you will make return under seal into our said Court with all convenient expedition.

Witness, Lemuel Thorn, Esquire, Chief Justice of our said Court, and the seal thereof, at our City of Boston, on this seventeenth day of November, in the year of our Lord one thousand eight hundred and fifty-one.

(Signed) GEO. C. WILDE,
Clerk.

COMMONWEALTH OF MASSACHUSETTS,
Suffolk, ss:

Supreme Judicial Court, November Term, 1851.

MERCANTILE MARINE INSURANCE COMPANY
vs.
W. W. CORCORAN.

Interrogatories proposed by and in behalf of the plaintiffs to the defendant, W. W. Corcoran, a citizen of, and resident at Washington, District of Columbia.

Interrogatory No. 1.—Whether or not in January, 1850, you rec'd from the pl'tfs a letter dated 12th January, 1850, written by Wm. B. Coffin, as secretary of the pl'tfs?

Interrogatory No. 2.—Whether or not said letter contained what purported to be a copy of a policy of insurance, dated 5th July, 1833, wherein the pl'tfs insured Joseph H. Lord, of Boston, in behalf of himself and B. B. Williams, the sum of five hundred dollars upon property on board the ship Henry Thompson, payable to Lord in the event of a loss?

Interrogatory No. 3.—Whether or not in said letter the pl'tfs or their secretary notified you that they had paid the sum of five hundred dollars as and for a total loss upon the property in the aforesaid policy mentioned to the above named Lord?

Interrogatory No. 4.—Whether or not you presented, or caused to be presented in your name, or in the name of Bradford B. Williams and Joseph H. Lord, to the Commissioners on Claims against Mexico, who closed their sessions on or about the 15th April, 1851, a claim for property seized some time during the year 1833 or 1834, by the Mexican Government, its agents, or by its authority, from the aforesaid ship Henry Thompson?

Interrogatory No. 5.—Will you state the amount for which you made or caused to be made, or the said Williams and Lord made such claim, and how much was allowed?

Interrogatory No. 6.—What was the nature and character of the property which you or Williams and Lord made such claim?

Interrogatory No. 7.—Whether or not you have by yourself or your agents received from the United States, or its officers, any sum; if any, what sum, for property seized by the Mexican Government

in 1833 or 1834, from the ship Henry Thompson, and at what time did you receive the same? how much for principal and how much for interest?

Interrogatory No. 8.—Whether or not you at any time, and if at any time when, offered or said to Joseph H. Lord aforesaid, that you would pay to the pl'tfs their proportion of the money received by you from the United States, for the property so as aforesaid represented to have been insured by them?

Interrogatory No. 9.—Whether or not after you had received the letter of 12th Jan. 1850, hereinbefore mentioned, you paid to the above Lord any sum, and if any, what sum, for and on account of his supposed interest in the property for which a claim was made, as hereinbefore supposed?

C. B. GOODRICH,
Att'y for the Pl'tfs.

I, Nathaniel Meriam, of Boston, County of Suffolk, Commonwealth of Massachusetts, on oath say: I am President of the Mercantile Marine Insurance Company, or corporation established by the laws of Massachusetts, doing business at Boston aforesaid: that under the by-laws and the direction of the directors when given, I have the general superintendance and management of its affairs; that I am cognizant of the business generally; I also say that I believe the said corporation will derive some material benefit in their action against W. W. Corcoran, of Washington, District of Columbia, which action is now pending in the Supreme Judicial Court, from the discovery which they seek in and by the foregoing and annexed interrogatories, if the same be finally made, and that the discovery is not sought for the purpose of delay.

NATHANIEL MERIAM.

SUFFOLK, *November 13th*, 1851.

There personally appeared the above Nathaniel Meriam, and made oath that the above affidavit, by him subscribed, is true, according to the best of his knowledge and belief. Before me,

C. B. GOODRICH,
Justice of the Peace.

I, William B. Coffin, of Boston, county of Suffolk, Commonwealth of Massachusetts, gentleman, on oath, say: I am Secretary of the Mercantile Marine Insurance Company, a corporation established by the laws of Massachusetts; that I believe said corporation will derive some material benefit in this action against W. W. Corcoran, of Washington, District of Columbia, which action is now pending in the Supreme Judicial Court, from the discovery which they seek in and by the foregoing interrogatories, if the same be fairly made, and that the discovery is not sought for the purposes of delay.

WM. B. COFFIN.

SUFFOLK, *ss:* 10*th Nov.*, 1851.

Subscribed and sworn to before me by the above-named Wm. B. Coffin.

C. B. GOODRICH,
Justice of the Peace.

To the Hon'ble

The Supreme Judicial Court of the Commonwealth of Massachusetts for the county of Suffolk.

THE MERCANTILE MARINE INS. CO.
vs.
W. W. CORCORAN.

I, David A. Hall, Commissioner of the Commonwealth of Massachusetts for the District of Columbia, do hereby certify and return that the foregoing interrogatories were, on this 8th day of December, 1851, by me propounded to the above-named defendant, W. W. Corcoran, he having been by me first duly sworn to answer the whole truth in the premises; and that the several answers of the said Corcoran to said interrogatories are truly written down, and, together with the exhibits referred to, and forming part thereof, are herewith returned and hereunto annexed.

Given under my hand and seal this eighth day of March, 1851.

DAVID A. HALL. [SEAL.]

Massachusetts Supreme Judicial Court for Suffolk County, *sct.*

WILLIAM W. CORCORAN, Defendant,
ads.
MERCANTILE MARINE INSURANCE COMPANY, Plaintiff.

The answers of the above named defendant to the interrogatories propounded to him by the plaintiff in the above entitled cause.

(*Deposition of W. W. C.*)

To the first interrogatory he answers—

That on or about the 14th day of January, 1850, and for greater certainty he exhibits herewith a true copy of the said letter as part of this answer, which said letter is marked A (copied at p. 94), this respondent exhibits herewith, marked A^2 (at p. 95), as part of this answer, the reply to said letter, written by direction of this deponent, and that until the receipt of said letter, this respondent had no notice, knowledge, or suspicion of the existence of any such claim of the plaintiff, and that no notice thereof has been filed in the State Department, where this deponent caused search to be made before purchasing the said claim of Williams and Lord, as hereafter mentioned.

To the second interrogatory he answers—

That the said letter did contain what purported to be a copy of the policy of insurance referred to in the interrogatory.

To the third interrogatory he answers—

That the said exhibit A, which is part of his answer to the 1st interrogatory, is a true copy of the letter referred to, which will speak for itself.

To the fourth interrogatory he answers—

That he caused to be presented to the board of commissioners mentioned in this interrogatory a claim for indemnity, under the treaty of Guadaloupe Hidalgo, for the unlawful detention of the ship Henry Thompson by the Mexican authorities, at or about the time referred to in the interrogatory; and for the seizure of part of her cargo.

That the said claim was preferred by this defendant as assignee of Bradford B. Williams and Joseph H. Lord, under certain instruments of assignment, the original of which are deposited of record in the Department of State of the United States, and are not within the power of this defendant, but true copies of which, duly certified, under the seal of said department, he herewith produces as part of this answer, marked B, C, D, E, and F, and attached together under one authentication. (These exhibits are all hereinbefore copied. See general index to this record, and from page 49 to page 67 hereof, as copied from Department of State.) And having been notified by the said plaintiff to produce on the trial of this cause "any power of attorney, or other instrument made by or derived from" the said Williams and Lord, or either of them, by virtue of which he made such claim, he craves leave to state, and does hereby state, that the said exhibits B, C, D, E, and F, are true copies respectively of the only instruments under which he claimed in the premises, and that the originals cannot be produced for the reason aforesaid.

And to the fifth interrogatory he answers—

That he herewith exhibits, marked G (copied at 93), a true extract from the memorial filed by him, setting forth the amount claimed, and the particulars on which it was claimed, and that he also exhibits, marked H (copied at p. 97), a true copy of the docket entries, showing the amount allowed.

To the 6th interrogatory he answers—

That this interrogatory is insensible from an apparent omission of some word or words intended to have been used in it, but he supposes that his aforegoing answers give fully the desired information.

To the 7th interrogatory he answers—

That on or about the sixteenth day of May last, he received the amount of the award above mentioned and exhibited, except the sum of eight thousand eight hundred and eighty-seven $\frac{50}{100}$ dollars, which is enjoined in the Treasury of the United States, at the suit of one William Judson, claiming the same. That the said suit is pending in the Circuit of the District of Columbia, on the chancery side

thereof, and that the complainant claims under an alleged prior assignment from the said B. B. Williams, so that if the said complainant should prevail in the said suit, he will be entitled to receive the sum claimed by him out of the gross amount of the said award.

To the 8th interrogatory he answers—

That on or about the day of May last, the said Lord, together with Charles Abert, Esq., a member of the bar of the District, acting as they represented, and as he believes, on behalf of the plaintiffs, gave notice to the defendant that they were about to apply for an injunction, under the 8th section of the act of Congress of the 3d March, 1849, entitled an "act to carry into effect certain stipulations of the treaty, &c., &c., in order to obtain for the plaintiffs the payment of the sum of $500, with interest, which they stated that the plaintiffs claimed out of the award by reason of an alleged insurance and abandonment of a portion of the cargo seized as aforesaid. That the respondent, for the sake of peace, and by way of compromise, and not otherwise, offered to the said Abert and Lord that, if they would make no attempt to enjoin the payment of said award, or any part thereof, he would pay to them for the plaintiff the said sum of $500, with interest; and also one hundred dollars to said Lord (which said Lord stipulated for to cover his trouble and expense in coming to Washington, but upon the express condition that they should not attempt to stop the payment of said award, or any part thereof, but should look to the personal responsibility of the defendant upon his promise aforesaid.

That the said Abert expressly agreed to and accepted the said proposition, as likewise did said Lord, who professed to have some interest in the matter; but afterwards, on the same day, for the reason, as the said attorney Abert informed him, that the plaintiff had not confirmed the said arrangement by telegraphic message, the said Lord and Abert withdrew from the said agreement, and undertook and attempted to enforce the plaintiff's claim by injunction, and in so doing, the said Abert, as attorney for the said plaintiff, personally to this defendant expressly renounced and disclaimed any right on the part of the said plaintiffs against the defendant founded or in any manner to be supported by the said additional promise and arrangements.

He further says that the said attempt to procure an injunction wholly failed, as this defendant was well advised by his counsel it would be, but which attempt he was willing to prevent for the avoiding of litigation. That the conditional promise aforesaid, and no other promise, offer or statement to the effect that the defendant would pay to the plaintiffs the proportion claimed by them, or any proportion of the money received as aforesaid, was made by the defendant to the said Lord and Abert, or either of them.

To the 9th interrogatory he answers—

That after the said Abert and Lord had failed in their attempt to

enjoin the amount claimed by the plaintiff as aforesaid, this defendant was applied to by the said Lord, and earnestly besought and appealed to by him, to give him one hundred dollars to relieve him from the difficulty in which he said he was, by reason of his failure to recover the claim of the plaintiff, so as aforesaid made against the said award. That said Lord also set up and pretended that he had still some interest in said award, notwithstanding the assignment so as aforesaid made by him, which he offered to acquit for the sum of one hundred dollars. This respondent, considering that the said Lord had no right, legal or equitable, to claim anything from the defendant or out of said award, over and over again refused to accede to his request, but the said Lord being very urgent and importunate in his appeals to the respondent, rather to get rid of him than from any other reason, about the hour of three o'clock, when the banking was about to be closed, finally directed his teller to pay the said Lord one hundred dollars upon executing the receipt which is herewith exhibited, marked I (copied at p. 95), which said receipt is the original receipt signed by the said Lord, and shows the amount paid to him, and that the same was received by him in full of his claim on the award of the Mexican Commissioners, on ac. of the ship "Henry Thompson," and the sum so paid was the only sum ever paid by the defendant to said Lord, and it was paid under the circumstances hereinbefore detailed, and not otherwise, and was not witnessed, and did not purport to be any recognition of the claim of the plaintiff in the premises.

W. W. CORCORAN.

Sworn to and subscribed before me, on the 8th day of December, 1851. Witness my hand and seal.

[SEAL.] DAVID A. HALL,
Commissioner.

"*Exhibit G, with W. W. Corcoran's answer*" (*deposition*).

Extract from the memorial of W. W. Corcoran in the case of the ship Henry Thompson.

"He further states that on reference to said facts to the aforesaid commission, such proceedings were had that on the 23d Feb'y, 1842, the American Commissioners awarded to the owners of said ship certain sums of money, and to the owners of the cargo of said ship, to wit: B. B. Williams and Joseph H. Lord, the following sums, to wit: (for the particular extract from the award, see the award at p. 50.)

Exhibit A, with the answer (deposition) of W. W. Corcoran.

OFFICE OF THE MERCANTILE MARINE INS. CO. OF BOSTON,
Jan'y 12, 1850.

W. W. CORCORAN, ESQ.,
Washington, D. C.

DEAR SIR: We notice by the *National Intelligencer* of the 10th inst., that the claim of Jos. H. Lord and B. B. Williams against Mexico, in the case of ship Henry Thompson, for loss of property by that vessel, seized by the Mexican authorities for an alleged violation of the revenue laws, has been allowed you as assigned, by the commission on claims, &c.

This company insured $500 on property, believed to be 50 qr. casks wine per said vessel, for Messrs. Lord and Williams (as per copy of policy annexed), which was seized at Vera Cruz as above, and on which a total loss was paid, as you will perceive by the receipt on the back of the policy. The object of the present is to notify you that this company expect to receive their full proportion of whatever amount may be recovered, agreeably to the conditions in the receipt above mentioned.

Y'r ob'dt serv't,
(Signed) WM. B. COFFIN,
Sec'y.

The annexed policy, with the endorsement thereon, are true copies from the records of the Co. at this office.

(Signed) WM. B. COFFIN,
Sec'y.

Exhibit I, with the answer (deposition) of W. W. Corcoran *advs.* The M. M. Ins. Co.

W. W. C.
D. A. HALL, [SEAL.]
Com'r.

Received of W. W. Corcoran one hundred dollars, being in full of my claim on the award of the Mexican Commissioners on ac. of the ship Henry Thompson.

$100. JOSEPH H. LORD.

WASHINGTON, 16*th May*, 1851.

Exhibit A^2, referred to in the answer (deposition) of W. W. Corcoran.

D. A. HALL,
Com'r.

WASHINGTON, *March 19th*, 1850.

WM. B. COFFIN, ESQ.,
Sec'y Mercantile Marine Ins. Co., Boston.

SIR: Your letter of Jan'y 12, addressed to W. W. Corcoran, Esq., with the annexed copy of a policy of insurance, laying a claim to $500 paid by the company to Lord & Williams in the case of the ship Henry Thompson, was duly received, as also that of the 15th instant on the same subject. Mr. Corcoran has left the city for a short time, but instructed me to say that the claim was received with great surprise.

I am unable at this moment to get the information certainly, but believe the case was before the former Board of Commissioners as well as the present; at all events it has been open for ten years or more, and during the years 1845 '6 and '7, was transferred first from the original parties, and subsequently to me. These several transfers were made without the presence of this incumbrance, and thus allowed to come into Mr. Corcoran's possession, and at a very high rate. Had this claim been made before the Board, as it ought to have been, it would of course have formed a consideration in the several transfers, but none was made, and the claim was transferred to the several parties free from incumbrance, nothing appearing to the contrary.

It would seem to be out of place (now that the claim is closed before the Board), to present a claim, which, if it had been presented at the proper time and place, and been part of the same when purchased by Mr. C., would have materially altered his estimate of its worth. The Board of Commissioners are not willing to re-open the claim, and Mr. Corcoran does not see that anything can be done in the premises. In his absence,

I am respectfully yours,
ANTH'Y HYDE.

For Exhibit H, in W. W. Corcoran's deposition, *vide* Exh't B, page 67, Extract from Docket of the Board of Com'rs, &c.

DISTRICT OF COLUMBIA,
Washington County, set:

I, John A. Smith, Clerk of the Circuit Court of the District of Columbia for Washington County, do certify that the foregoing transcript is a full, true, and perfect transcript of the record of proceedings in said court sitting in chancery, in a cause wherein William Judson is complainant, and William W. Corcoran is defendant.

In testimony whereof, I hereto subscribe my name and affix the seal of said court, this 10th day of March, A. D. 1854.

[SEAL.] JNO. A. SMITH, *Cl'k.*

Filed 28th April, 1854.

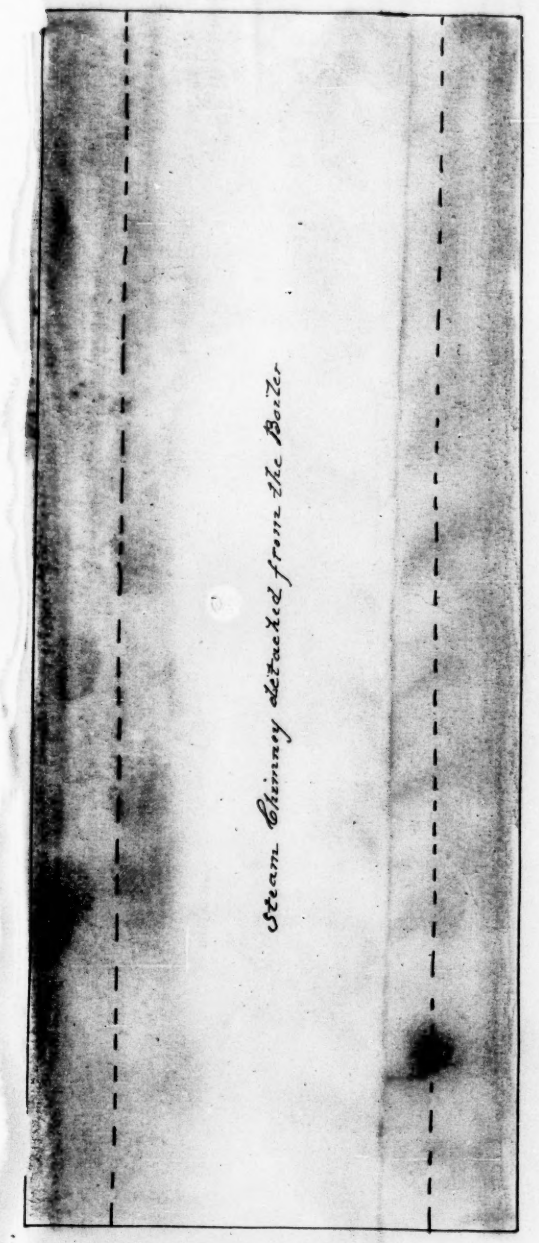
"B"

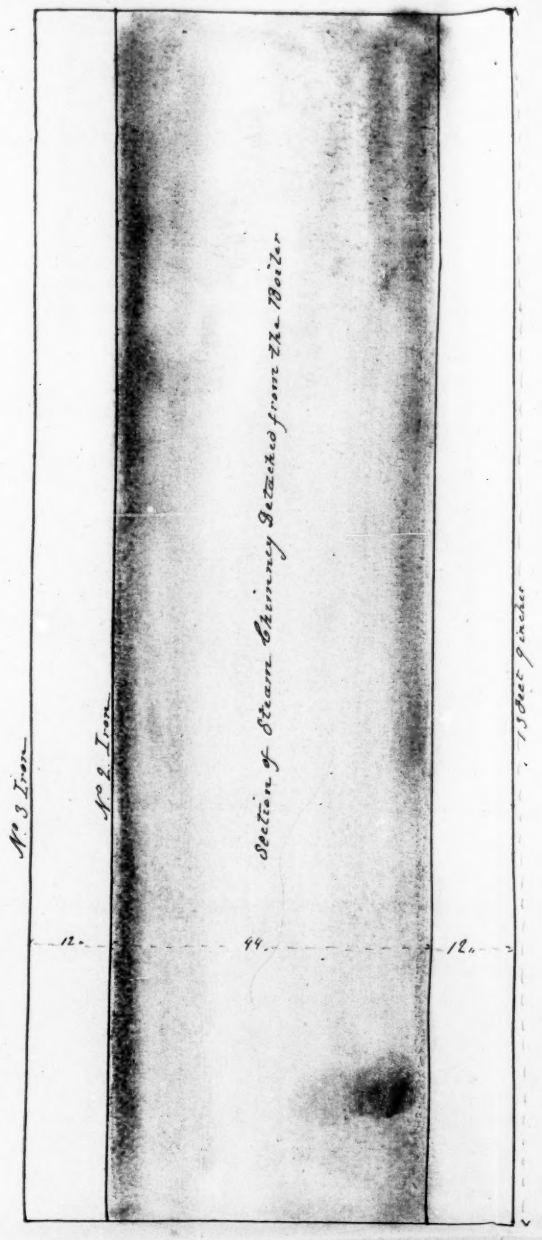
J. Cambiteny
A.H. Dana
} Comrs

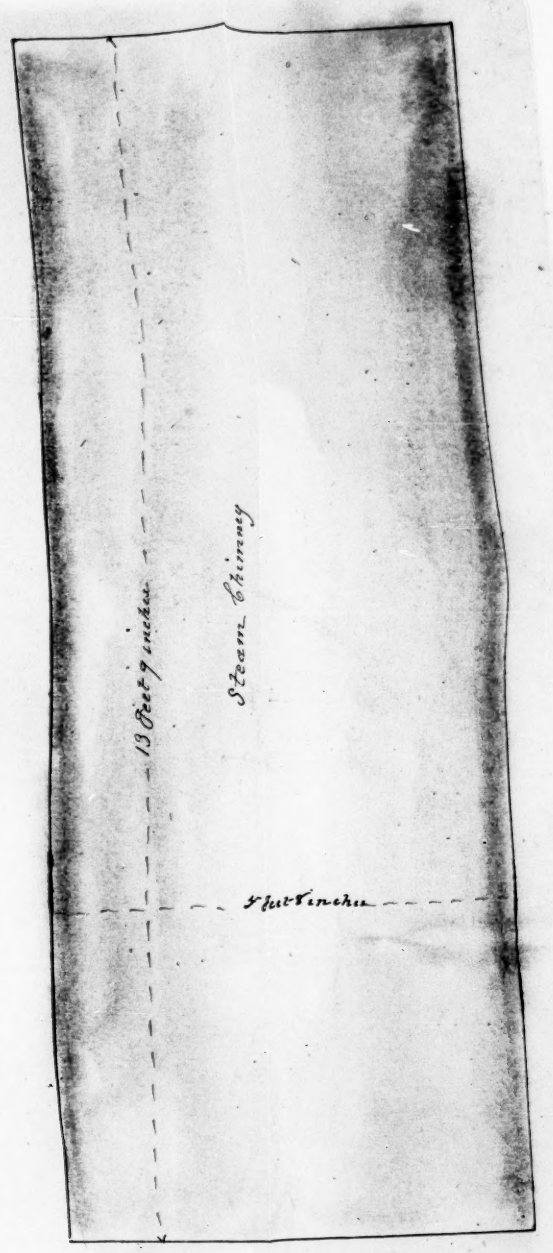
Elevations and Section of the Boilers for the Steamer "Senator"

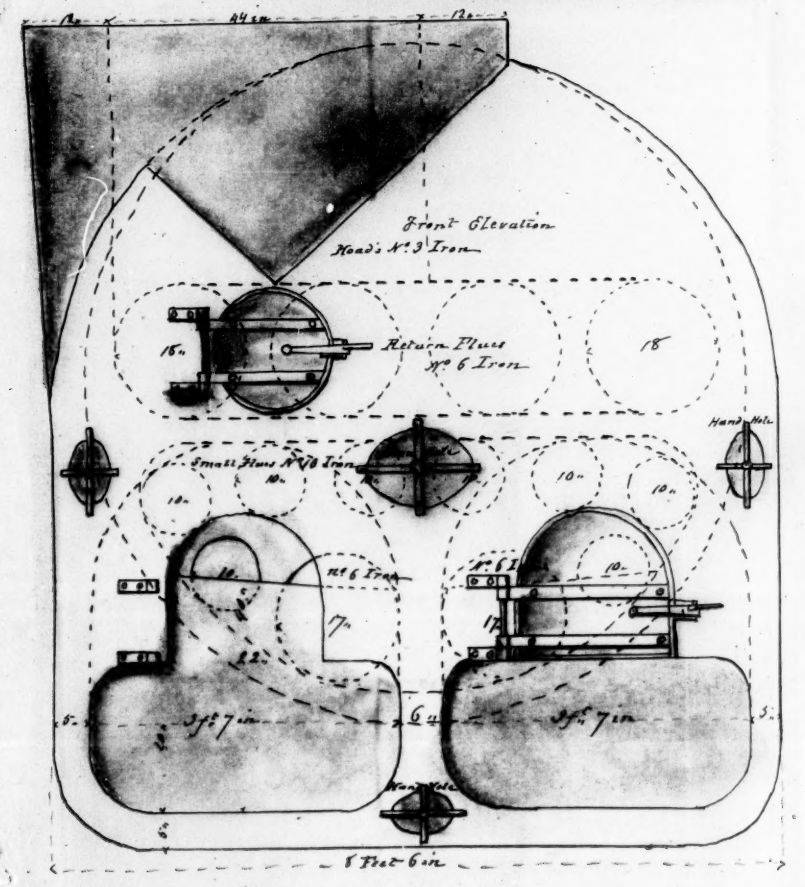
Scale Half Inch to a Foot

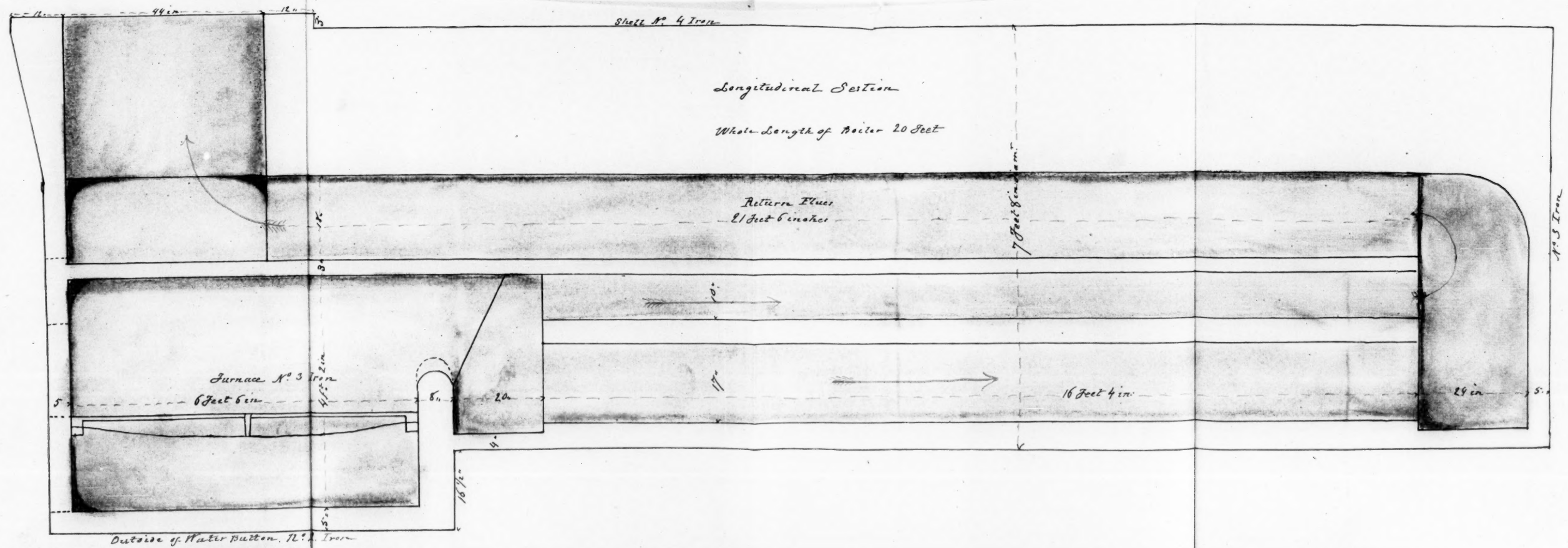
Cunningham & Beltrap & Co. New York June 8th 1862.

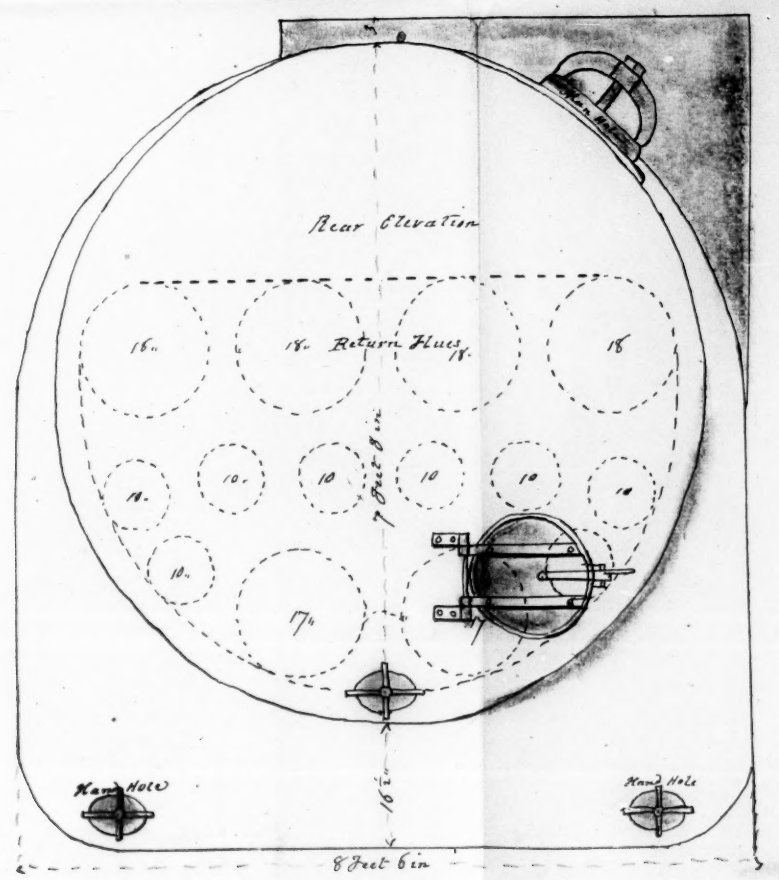












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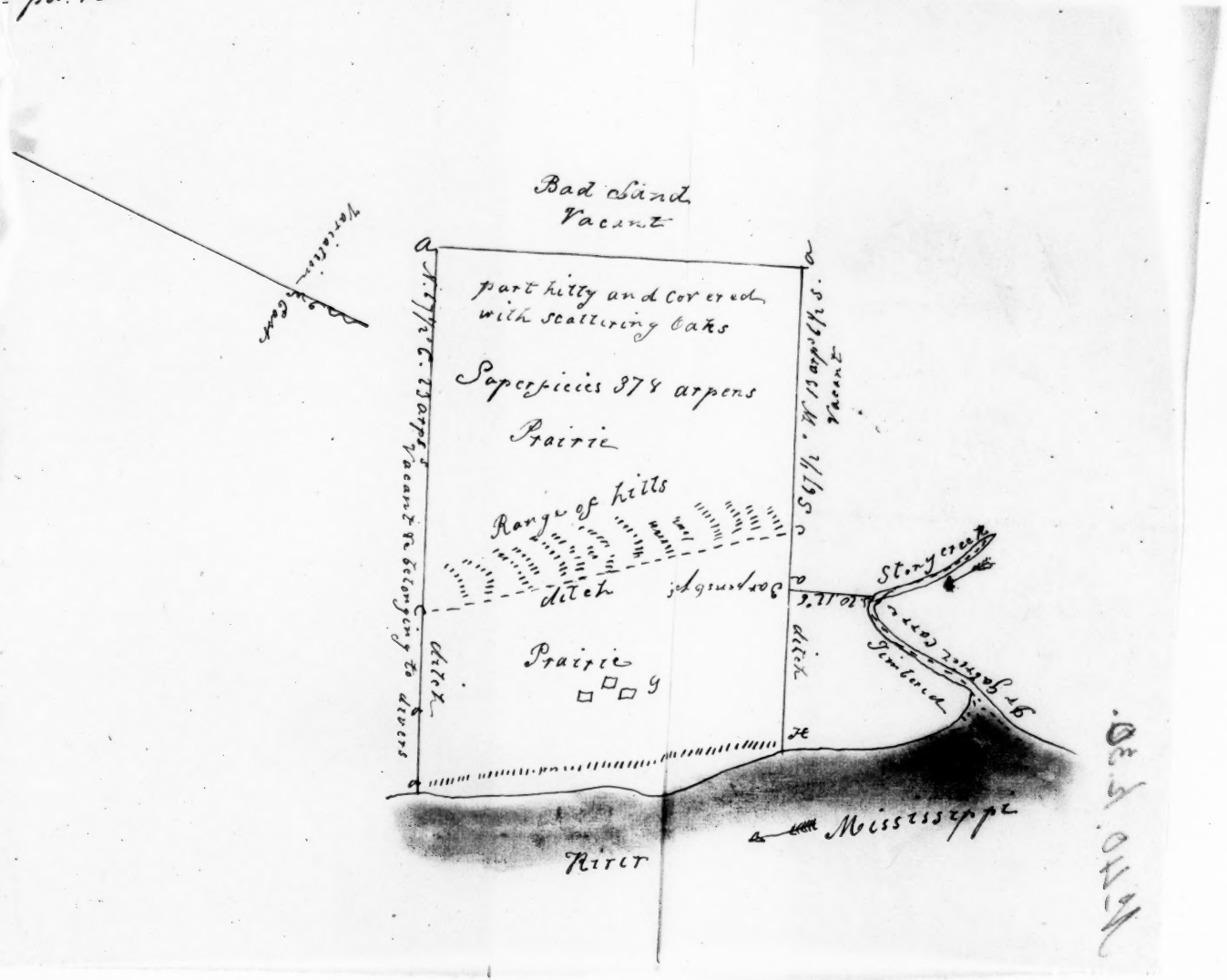

Bad land
Vacant
part hilly and covered with scattering oaks
Superficies 378 arpens
Prairie
Range of hills
ditch
Prairie
Vacant
Vacant
Story creek
Mississippi
River

N°144. p. 63—

Y45. N.R. 7 E. 5 pz Mr.

Survey No 1487 Widow Hebert.

No 1486 Debruisseau

No 3306 Widow Dodier et legal reps (Decision No 301) 37.00

No 1485 Debruisseau 46y 40

No 1410. Gabriel Dodier reps 36y 40

No 1484 Paul J Kiercerans reps 36y 40

No 1483 Joseph Dailleaz 37.29 16y 40

No 380 Cof St Louis Land & School Land assigned area 19.82 16y 40 a 77.55

No 1482 Jean Bapte Chopin 60.87 16y 40

No 1481 Vterrs reps 60.87 16y 40

No 1480 Thereau's reps 60.87 16y 40

No 1479 Lizette's reps 62.43 16y 40 578.168

No 734 John Mullan 26y under Jno B. Prudencheux 27.28.8.

Survey No 1047 Eastern Corner Bogies Gabriel 184 arpts

Decision No 3209 Gabriel Cerre et legal reps. 300 arpts

Survey No 1118

Survey No 1119 Bogies Gabriel 184 arpts

Present course of Bayou Teche

Old course of Bayou Teche

Northern ditch

Western ditch

Lafleur

Surv. 332

Joseph Brasseaux 4 by 4 arpens

Survey No 671 Peters C.A. 1844

Surv. 379 School Land 8 arpens

Survey No 1047 Eastern Corner Bogies Gabriel 184 arpts

Survey No 1118 Decision No 3209 Gabriel Cerre et legal reps. 300 arpts

Variation 7°. 40' East

Scale of 15 chains to an inch

N

E

S

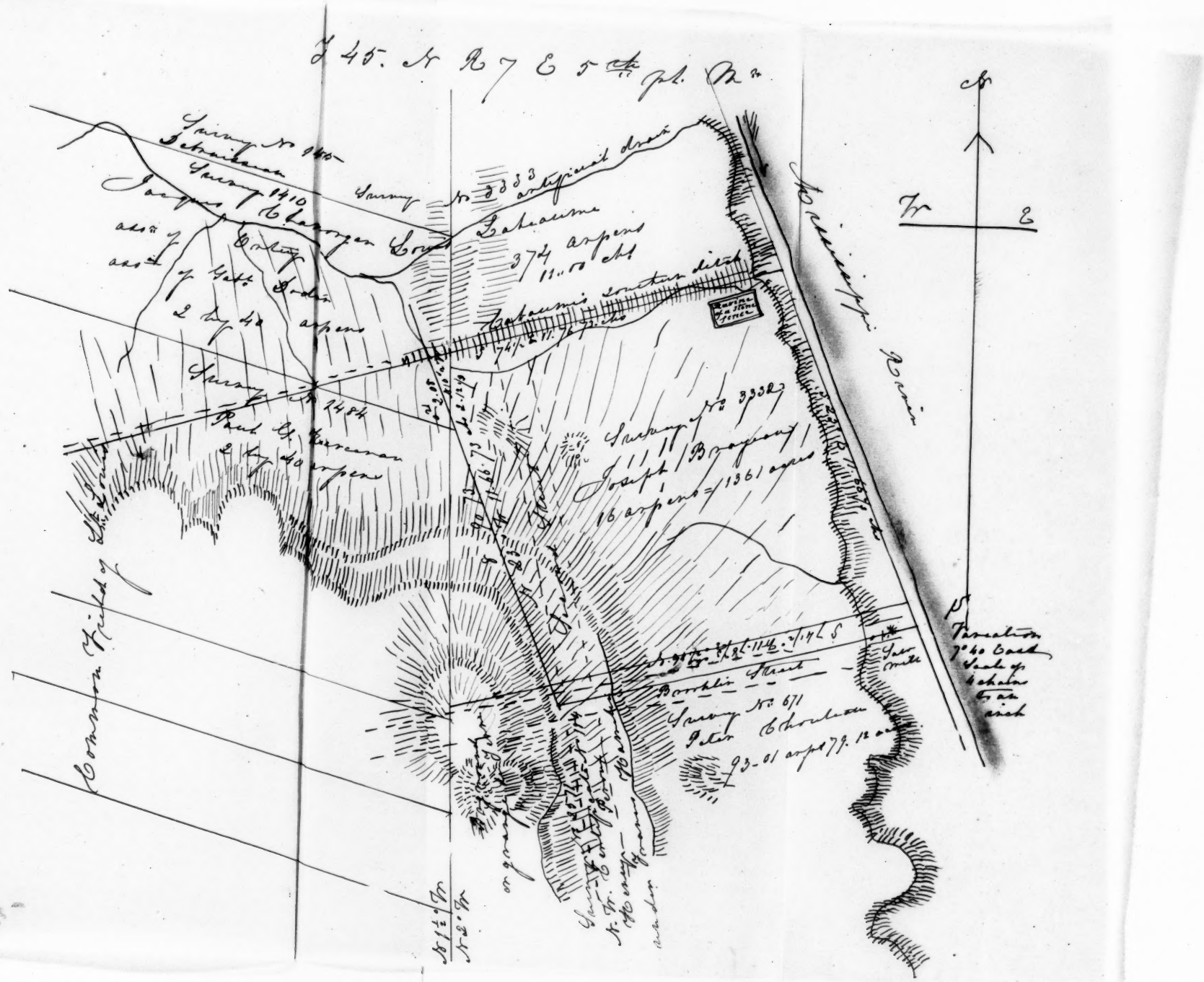
W

Pond

Mr. Gabriel's line of 1774

Old Line

Survey No 1119 Bogies Gabriel 184 arpts


T. 45. N. R. 7 E. 5th P. M.
Survey No 945
Survey 1410
Survey No 3333 artificial drain
Lot 2 and 3 of Sec. 7
2 by 40 acres
Survey No 1484
Lot 4 of Sec. 6
2 by 40 acres
Lot 1 of Sec. 6
Lot 2 of Sec. 6
374 acres
11.05 Ch.
Mississippi River
Survey No 3332
Joseph Bourgeau
16 acres = 1361 acres
Lot 3 of Sec. 6
Lot 4 of Sec. 6
Lot 1 of Sec. 7
Lot 2 of Sec. 7
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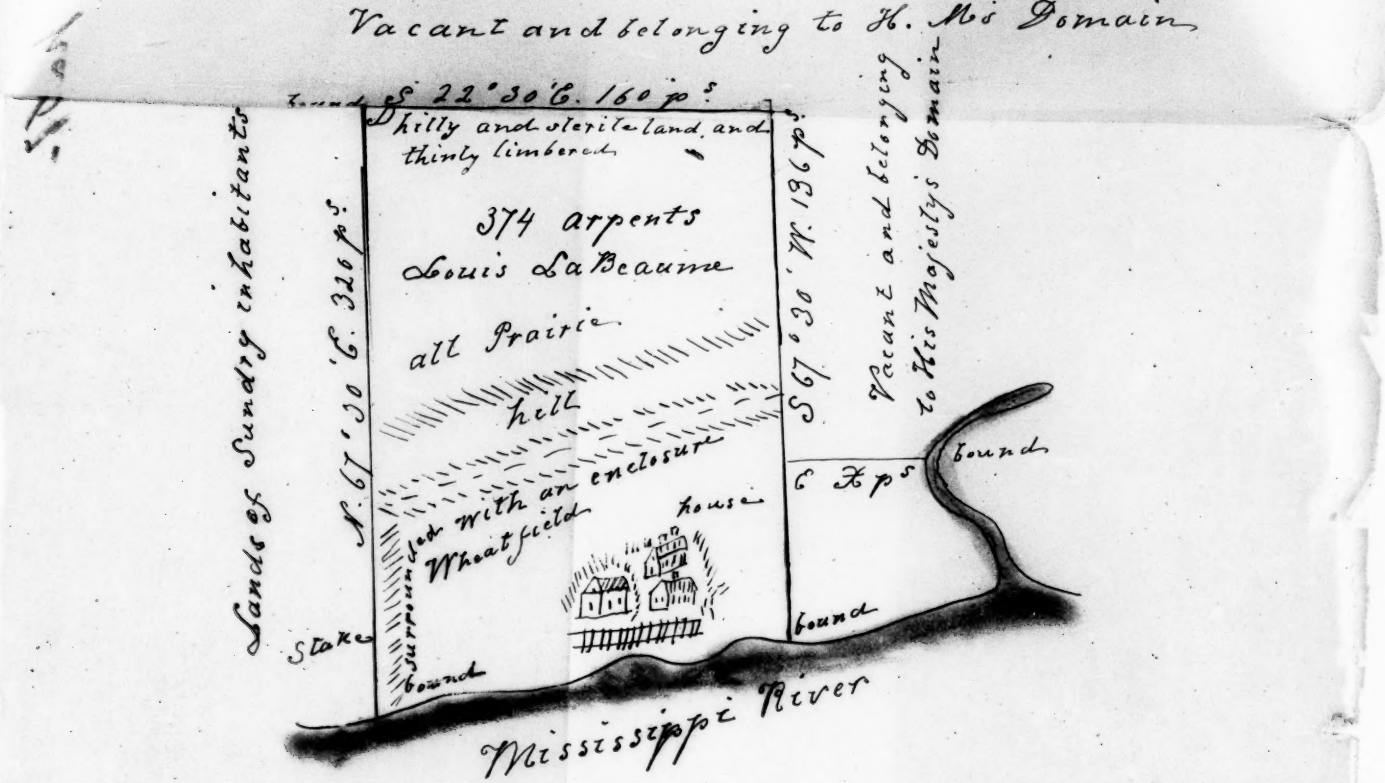
Lot 1 of Sec. 36
Lot 2 of Sec. 36
Lot 3 of Sec. 36
Lot 4 of Sec. 36
Survey No 671
93-01 acres
79.12 acres
Bowdlin Street
Saw Mill
Bowman Field
N
W
E
S
Variation 7° 40 East
Scale of 4 chains to an inch

N°144. pa 108


Vacant and belonging to H. Mis Domain
found S. 22° 30' E. 160 pos
Hilly and sterile land, and thinly timbered
374 arpents
Louis LaBeaume
all Prairie
hill
Lot with an enclosure
Wheat field
house
Sands of Sundry inhabitants
N. 67° 30' E. 320 pos
S. 67° 30' W. 196 pos
Vacant and belonging to His Majesty's Domain
6 Pos
found
Stake
found
found
Mississippi River

N°144. pa 108

Vacant and belonging to H. Mis Domain

Sierras de Suscoz.

Canada

Arroyo

Canada de Olivas.

Agua de Arroyo.

Loma del Sur sur.

Sierras de Lemona

Encaracaden.

Rio Ebro

Plano del Sur sur

Escala de una legua

Laguna.

MAP

OF THE LAND OF

SUYSUN

The Property of

A. A. RITCHIE.

Surveyed by Jasper O'Farrell CE

E S T A T E O F

S U Y S U N

Water Cut

Stream

Water Cut

Cultivated

Cultivated

Road

Water Cut

Boundary of Suysun

Spring

Road from Benicia to Suisun

Water Cut

Road from Benicia to Suisun and Fremont

Water Cut

Under Cultivation

Town of

Magnolia Road

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 42 43 44

Scale of Chains

Surveyed by Jasper Ormsbee Esq.

Sello Tercero dos Reales

Habilitado provicionalmente por la Aduana marítima del puerto de Monterey en el Departa de las Californias para los años de mil ochocientos cuarenta y ochocientos cuarenta y uno

Alvarado

Antonio Maria Osio

Rehabilitado por la misma para el año de mil ochocientos cuarenta y dos

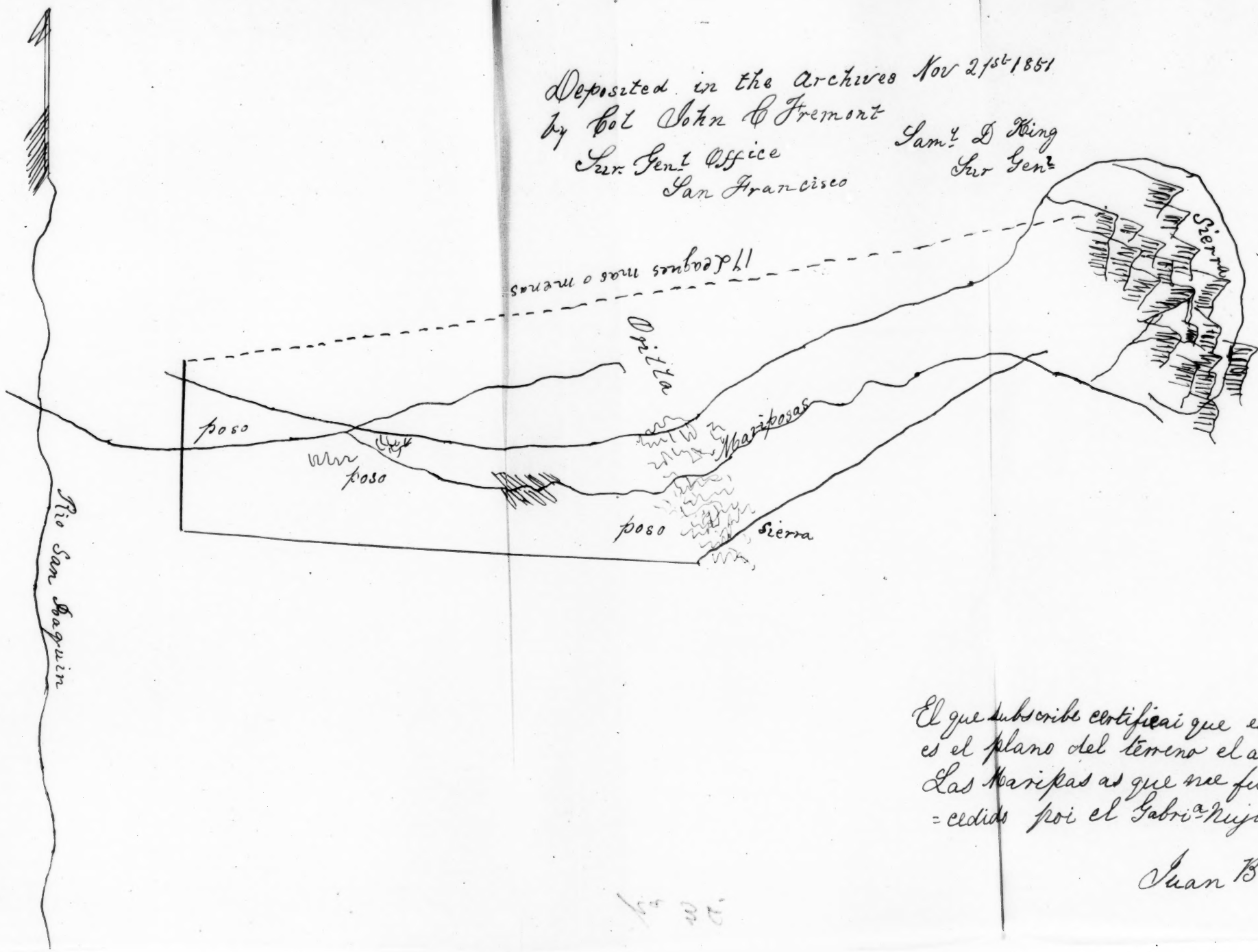
Alvarado

Antonio Maria Osio

AD.A MARIT.A DE MONT.

Canada de Pelenes.
Laguna
Rosario
Rosario
Rotazar
Llano del Suy-sunt
Escala de una legua
1
2
3
Sierras de
Cana
Arroyo
Arroyo
Arroyo

Deposited in the Archives Nov 21st 1851
by Col John C Fremont
Surv Gen.l Office
San Francisco
Sam.l D King
Surv Gen.l



El que subscribe certifica que este es el plano del terreno el amado Las Mariposas as que nos fue concedido por el Gobierno Mejicano

Juan B Alvarado

No 72 Fremont Exa. 53.

CHICKASAW RESERVATIONS, PURCHASE, AND RESALE.

Reservations under the fifth article of Chickasaw treaty of May 24th, 1834. Resale thereof under orders of Commissioner of General Land Office.

Roll No.	Reserve.	Date of location.	No. of section.	Section.	Township.	Range.	E. or W.	Purchaser from Indian.	Date of purchase.	Consideration paid.	Conflicting reservee.	Claimant of conflicting reservee.	Date of resale by entry.	Purchaser by entry.	Fractional part of section.	Section.	Township.	Range.	E. or W.	Acres.	Price paid.	Amount.
1252	O-lah-in-tah.....	1838. July 12	3	31																		
				32																		
				33	10	6	W.	Eli Ayres.....	.....	$24 00	In-too-my-tubby	Daniel Safferrans.										
1253	Im-mubby.....	"	3	24	10	7	"	" "														
				25	"	"	"	" "														
				26	"	"	"	" "	.....	24 00	.....	.....	Aug. 11, '47	G. M. Pow.....	N. E. qr.	24	10	7	W.	160	$0 25	$40 02
													May 18, '47	H. N. Rayburn.....	N. W. "	"	"	"	"	160	"	40 02
													May 18, '47	A. J. Walker.....	S. W. "	"	"	"	"	160	"	40 00
													July 29, '44	J. Beard.....	S. E. "	"	"	"	"	160	1 25	200 08
													April 22, '47	Henry Allen.....	N. E. "	25	"	"	"	159	50	79 84
													May 18, '47	Andrew J. Walker..	N. W. "	"	"	"	"	159	25	39 92
													May 18, '46	H. W. Middleton...	S. W. "	"	"	"	"	159	50	79 84
													Sept. 16, '47	J. B. Waters.....	S. E. "	"	"	"	"	159	25	39 09
													Aug. 25, '47	John Keith.....	N. E. "	26	"	"	"	160	25	40 04
													May 18, '47	H. N. Rayburn.....	N. W. "	"	"	"	"	160	25	40 04
													May 18, '46	H. W. Middleton...	S. W. "	"	"	"	"	160	50	80 08
													Sept. 2, '47	J. B. Waters.....	S. E. "	"	"	"	"	160	25	40 04
1254	Ohe-lah-hoke-ta..	"	3	21	10	7	W.	Eli Ayres.....	.....	"	.....	.....	Mar. 23, '47	A. Carter.....	N. E. "	21	"	"	"	160	50	80 05
				22	"	"	"						Aug. 11, '45	W. R. Cox.....	N. W. "	"	"	"	"	160	1 00	160 10
				23	"	"	"						Dec'ber, '47	J. G. Beard.....	S. W. "	"	"	"	"	160	25	40 03
													May 18, '47	H. N. Rayburn.....	N. E. "	"	"	"	"	160	25	40 03
													Febr'ry, '47	J. Ward.....	N. E. "	22	"	"	"	160	50	80 01
													Aug. 6, '47	J. G. Beard.....	S. W. "	"	"	"	"	160	25	40 01
													Aug. 16, '47	Charles C. Glesson..	S. E. "	"	"	"	"	160	25	40 01
													May 18, '47	H. N. Rayburn.....	N. E. "	23	"	"	"	160	"	40 01
													May 18, '47	" "	S. W. "	"	"	"	"	160	"	40 01
													Feb. 10, '47	G. F. Morris.....	N. W. "	"	"	"	"	160	50	80 01
													May 18, '47	J. B. Waters.....	S. E. "	"	"	"	"	160	25	40 01
1255	Hi-ta-cha.....	"	3	13	10	7	W.	Eli Ayres.....	.....	"	Ho-zo-tin-mah.....	.....	May 18, '44	H. W. Middleton...	N. E. "	14	10	7	"	159	1 25	199 80
				14	"	"	"						Mar. 10, '47	William Thresher...	N. W. "	"	"	"	"	159	50	79 92
				15	"	"	"						Aug. 12, '45	W. R. Cox.....	S. W. "	"	"	"	"	159	1 00	159 84
													May 18, '46	H. W. Middleton...	S. E. "	"	"	"	"	159	50	79 92
													May 18, '44	" " ...	N. E. "	15	"	"	"	159	1 25	199 95
													Nov. 30, '46	" "	N. W. "	"	"	"	"	159	50	79 98
													May 18, '46	" " ...	S. E. "	"	"	"	"	159	50	79 98
									1839.				August, '44	Alfred Carter.....	S. W. "	"	"	"	"	159	1 25	199 95
1256	Te-yah-pa.....	"	3	5	11	7	E.	Eli Ayres.....	May 3	24 00	.....	.....	July 18, '45	Samuel Edwards....	N. E. "	5	11	7	E.	160	1 00	160 10
				6	"	"							May 27, '44	Israel S. Johnson....	N. W. "	"	"	"	"	160	1 25	200 13
				7	"	"							May 5, '46	James Caruthers....	S. W. "	"	"	"	"	160	1 25	200 13
													August, '46	James Woodruff....	S. E. "	"	"	"	"	160	50	80 05
													May 27, '46	Henry Schumpert...	N. E. "	6	"	"	"	160	1 25	200 00
													May 15, '46	John Lolley.....	N. W. "	"	"	"	"	160	1 25	200 00
													" "	James Caruthers....	S. W. "	"	"	"	"	160	1 25	200 00
													" "	" "	S. E. "	"	"	"	"	160	2 55	408 00
													" "	" "	N. E. "	7	11	7	"	159	2 04	326 15
													" "	James M. Harris....	N. W. "	"	"	"	"	159	1 25	199 85
													" "	Henry Shumput.....	S. W. "	"	"	"	"	159	1 31	209 44
													October, '44	W. G. Conwell.....	S. E. "	"	"	"	"	159	1 25	199 85

CHICKASAW RESERVATIONS—Continued.

Roll No.	Reservee.	Date of location.	No. of section.	Section.	Township.	Range.	E. or W.	Purchaser from Indian reservee.	Date of purchase.	Consideration paid.	Conflicting reservee.	Claimant of conflicting reservee.	Date of resale by entry.	Purchaser by entry.	Fractional part of section.	Section.	Township.	Range.	E. or W.	Acres.	Price paid.	Amount.
		1838.							1839.													
1257	Coo-cha-tubby....	July 12	2	17	25	6	E.	Choctaw Sur'y, trust.	May 29	$16 00			Aug. 13, '44	M. Warmack.....	N. W. qr.	17	25	6	E.	156	$1 25	$195 69
				18									May 20, '47	Norris Metcalf.....	S. W. "	"	"	"	"	156	25	39 11
													Aug. 7, '46	John Brown.....	E. ½.....	18	"	"	"	319	50	159 90
													Sept. 3, '45	James Prichard.....	S. W. "	"	"	"	"	159	1 00	159 90
													Sept. 24, '45	Silas Mitcalf.....	N. W. "	"	"	"	"	159	1 25	199 88
													May 1, '45	John Lee.....	N. E. "							
1258	Oke-lah-ma-he-na .	"	3	8	23	9	E.	(C.S.).....	.....	24 00	.....	.....	May 21, '46	John Lee.....	N. E. "	8	23	9	"	159	50	79 90
				17									May 21, '47	Eli M. Driver.....	N. W. "	"	"	"	"	159	25	39 95
				18									May 21, '46	Daniel A. Covington.	S. W. "	"	"	"	"	159	50	79 90
													May 21, '46	Edmund Randall....	S. E. "	"	"	"	"	159	50	79 90
													May 21, '46	D. A. Covington....	N. E. "	17	"	"	"	160	50	80 00
													Feb. 15, '47	G. W. Wills.....	N. W. "	17	"	"	"	160	50	80 00
													May 21, '44	E. M. Driver.....	S. W. "	"	"	"	"	160	1 25	200 00
													July 7, '47	" "	S. E. "	"	"	"	"	160	50	80 00
													Jan. 15, '46	R. D. Petrie.....	N. E. "	18	"	"	"	159	1 00	159 70
													Jan. 13, '46	" "	N. W. "	"	"	"	"	159	50	79 85
													Aug. 16, '46	Eli M. Driver.....	S. W. "	"	"	"	"	159	50	79 85
													May 25, '46	R. D. Petrie.....	S. E. "	"	"	"	"	159	50	79 85
1260	Ish-tish-ka.....	"	2	15	25	6	E.	(C.S.) Eli Ayres....	May 3	16 00	.....	.....	Aug. 5, '45	James Brown.....	N. E. "	15	25	6	E.	157	1 11	157 45
				22									May 20, '47	Thomas Bailey.....	S. E. "	"	"	"	"	157	25	39 36
													June 8, '47	Sam. G. Wheeless..	N. E. "	22	"	"	"	158	25	39 69
													July 24, '48	Jos. Broadstreet.....	N. W. "	"	"	"	"	158	12½	19 84
													May 20, '47	" "	S. W. "	"	"	"	"	158	25	39 69
													May 20, '47	J. O. Pearson.....	S. E. "	"	"	"	"	158	25	39 69
1264	To-ne-yea.....	"	2	15	4	9	W.	Eli Ayres, "trust."	May 27	"	Ho-iche-tubby.....	D. Saffarrans.										
				22	"	"	"				Sle-ma-hoth-ka.....	"										
1266	Il-lah-wah-to-na...	"	3	21	25	6	E.	(C.S.).....	"	"	Ah-ka-wash-tubby..	"										
				27		"							May 20, '46	Thomas B. Braham..	N. E. "	27	25	6	E.	156	50	78 32
				28		"							May 19, '46	James Broadstreet...	N. W. "	"	"	"	"	156	1 00	156 45
													May 19, '46	John Broadstreet....	S. E. "	"	"	"	"	156	50	78 22
													May 20, '47	W. J. Williams.....	S. W. "	"	"	"	"	156	25	39 11
1267	Ho-chubby.....	"	2	4	25	6	E.	Eli Ayres.....	June 8	"	.....	.....	Aug. 24,	Isaac O. Pinson.....	N. E. "	4	"	"	"	161	25	40 28
				5									May 20, '48	Sarah E. Porter.....	N. W. "	"	"	"	"	161	12½	20 14
													July 17, '46	J. B. Porter.....	S. W. "	"	"	"	"	161	50	80 80
													May 20, '48	N. G. Porter.....	S. E. "	"	"	"	"	161	12½	20 14
													July 5, '48	Green Wood.....	S. W. "	5	"	"	"	159	12½	19 91
													May 20, '46	" "	S. E. "	"	"	"	"	159	50	79 65
1269	Kah-lan-ta.....	Dec. 4	2	26	4	10	W.	Eli Ayres.....	June 15	"	.....	.....	Nov. 12, '46	William S. Jones....	All.....	26	4	10	W.	640	50	320 02
				27									Nov. 40, '46	Thomas J. Malone..	N. W. qr.	27	4	10	"	160	50	80 15
													Dec. 4, '46	William S. Jones....	S. W. "	"	"	"	"	160	50	80 15
													Nov. 12, '46	" "	S. E. "	"	"	"	"	160	50	80 15
1271	Pah-ka-mo-by....	July 12	2	2	25	7	E.	(C.S.) Eli Ayres....	May 21	"	.....	.....	May 20, '47	Thomas Edrington..	S. W. "	2	25	7	E.	159	25	39 98
				3									Jan. 12, '46	Mary Duke.....	S. E. "	"	"	"	"	159	1 00	159 90
													May 20, '46	Tho's W. Shannon..	S. W. "	3	"	"	"	159	1 25	198 91
													May 20, '46	Thomas Edrington..	S. E. "	"	"	"	"	159	50	79 60
1273	Con-che-yea.....	"	2	22	10	6	W.	Eli Ayres, "trust."	May 20	"												
		"		23	"	"	"															
1275	Wi-o-ka.....		2	12	23	8	E.	Eli Ayres.....	May 5	"	Tho-tine-ka	Danl. Saffarrans.										

CHICKASAW RESERVATIONS—Continued.

Roll No.	Reservee.	Date of location.	Entitled.	Section.	Township.	Range.	E. or W.	Purchaser from Indian reservee.	Date of purchase.	Consideration paid.	Conflicting reservee.	Claimant under conflicting reservee.	Date of resale by entry.	Purchaser by entry.	Part of section.	Section.	Township.	Range.	E. or W.	Acres.	Price per acre.	Amount.
		1838.							1839.													
1275	Wi-o-ka	July 12	....	13	23	8	E.	Eli Ayres	May 5	$16 00	Tho-tine-ka	Danl. Saffarrans.										
1277	Wow-Tubby	Fr.	2	22	"	"	"	Eli Ayres, "trust."	May 8	"	My-ho-Tubby	Danl. Saffarans.										
		"		23	"	"	"						Aug. 19, '45	Frances M. Wyatt	N. E. qr.	22	23	8	E.	160	$1 00	$160 36
													May 20, '44	Samuel Sellers	N. W. "	"	"	"	"	160	1 25	200 45
													July 20, '46	" "	S. W. "	"	"	"	"	109	50	54 79
													May 20, '46	F. M. Wyatt	S. E. "	"	"	"	"	160	50	80 25
1279	Ah-no-lah-chubby	"	2	2	24	7	E.	(C. S.) Eli Ayres.	May 10	"	My-ho-Tubby	Danl. Saffarans.										
				11	"	"	"				Ish-tim-macha	" "										
1281	Ho-to-yea	"	2	20	11	8	E.	Eli Ayres	May 7	"			May 10, '44	Brice Hobby	N. E. "	20	11	8	E.	159	1 25	198 81
				29	"	"	"						" "	James C. Conwell	N. W. "	"	"	"	"	159	1 25	198 81
													" "	John Green	S. W. "	"	"	"	"	159	1 25	198 81
													" "	Willis Green	S. E. "	"	"	"	"	159	1 25	198 81
													" "	William H. Duke	N. E. "	29	"	"	"	160	1 25	200 56
													Oct. 20, '46	Peter A. Knowles	S. W. "	"	"	"	"	160	50	80 23
1283	No-wa-ho-mah	"	2	16	22	10	E.	Eli Ayres, "trust."	May 10	"	Sho-ah-ya-Tubby	Danl. Saffarans.	May 10, '44	William Green	S. E. "	"	"	"	"	160	1 25	200 56
				17	"	"	"						Oct. 30, '46	James J. Wilson	N. E. "	17	22	10	"	160	50	80 27
													May 21, '47	William H. Duke	N. W. "	"	"	"	"	160	25	40 14
													" "	" "	S. W. "	"	"	"	"	160	25	40 14
													June 22, '46	Thomas J. Lowry	S. E. "	"	"	"	"	160	50	80 27
1285	Ho-yau-nah	"	2	11	22	9	E.	Eli Ayres, "trust."	May 6	"			May 21, '47	E. H. Hardin	N. E. "	11	22	9	"	160	25	40 08
				E	"	"							July 25, '46	William Kenny	N. W. "	"	"	"	"	160	50	80 16
													May 21, '47	William H. Duke	S. E. "	"	"	"	"	160	25	40 08
													" "	Jacob Hardin	N. E. "	F 14	"	"	"	155	25	38 93
													Aug. 30, '44	James G. Weeks	N. W. "	"	"	"	"	60	1 25	75 44
													Oct. 5, '47	" "	S. E. "	"	"	"	"	25	25	6 40
1287	Stim-mo-non-sha	July 12	2	2	23	8	E.	Eli Ayres, "trust."	June 21	"			Feb. 23, '48	Edmund Randall	N. E. "	2	23	8	E.	160	25	40 03
				35	24	8	"	" "					June 9, '46	John Bullock	N. W. "	"	"	"	"	160	50	80 05
													May 20, '46	A. G. Hallum	S. W. "	"	"	"	"	160	50	80 05
													May 20, '47	Elias Kilgon	S. E. "	"	"	"	"	160	25	40 05
													May 20, '47	John H. Palmer	N. E. "	35	24	8	"	159	25	39 90
													May 20, '44	J. W. Prewtt	S. W. "	"	"	"	"	159	1 25	199 50
													June 21, '47	James J. Wilson	S. E. "	"	"	"	"	159	25	39 90
1289	E-to-ti-yea	"	2	7	24	8	E.	(C.S.) Eli Ayres, trust	June 22	"			Jan. 27, '46	John Brown	N. E. "	7	24	8	E.	160	1 00	160 04
				8	"	"	"						May 20, '48	William F. Magorich	N. W. "	"	"	"	"	160	12½	20 01
													Sept. 14, '47	James J. Wilson	S. W. "	"	"	"	"	160	25	40 01
													May 20, '44	Merrit McAdam	S. E. "	"	"	"	"	160	1 25	200 05
													May 20, '45	Eli M. Driver	N. E. "	8	"	"	"	160	1 00	160 28
													May 21, '44	" "	N. W. "	"	"	"	"	160	1 78	285 30
													April 13, '47	Albert H. Bailess	S. W. "	"	"	"	"	160	50	80 14
													May 20, '46	Eli M. Driver	S. E. "	"	"	"	"	160	1 25	200 35
1291	Kah-ne-ah-Tubby	"	2	5	21	12	E.	(C. S.) Eli Ayres	May 9	"												
				8	"	"	"	" "	"													
1293	U-quash-Tubby	"	2	7	16	3	E.	Eli Ayres, "trust."	June 21				May 14, '47	Eli M. Driver	All	7	16	3	E.	635	25	158 96
				8	"	"	"	" "	"	"			May 14, '46	" "	E ½	8	16	3	"	319	50	159 96
													May 14, '46	" "	N. W. "	"	"	"	"	159	61	97 57
													May 14, '46	" "	S. W. "	"	"	"	"	159	50	79 98
1295	Oke-chi-qua	"	2	5	4	11	E.	Eli Ayres, "trust."	June 28	"												
				6	"	"	"	" "	"													

CHICKASAW RESERVATIONS—Continued.

Roll No.	Reservee.	Date of location.	Entitled.	Section.	Township.	Range.	E. or W.	Purchaser from Indian reservee.	Date of purchase.	Consideration paid.	Conflicting reservee.	Claimant under conflicting reservee.	Date of resale by entry.	Purchaser by entry.	Part of section.	Section.	Township.	Range.	E. or W.	Acres.	Price paid.	Amount.
1297	Fah-la-mah-Tubby	1838. July 12	3	3	10	6	W.	Eli Ayres, "trust."	1839. June 5	$24 00	.....	.....	May 18, '46	James Baker.....	N. E. qr.	3	10	6	W.	159	50	$79 95
				9	"	"	"	" "	"		It-like-a-Tubby.....	D. Saffarans.....	May 18, '44	John A. Mairs.....	N. W. "	"	"	"	"	159	1 25	199 88
				10	"	"	"	" "	"				May 18, '44	William H. Mairs..	S. W. "	"	"	"	"	159	1 25	199 88
													May 18, '46	Richard Baker.....	S. E. "	"	"	"	"	159	50	79 95
													May 18, '47	Jacob B. Pitcoch....	N. E. "	10	10	6	W.	159	25	39 87
													Mar. 1, '47	George Armstrong..	N. W. "	"	"	"	"	159	50	79 74
													Dec. 16, '45	H. W. Middleton...	S. W. "	"	"	"	"	159	1 00	159 46
													Jan. 4, '47	" "	S. E. "	"	"	"	"	159	50	79 73
1300	Eg-ah-nubby.....	July 12	2	2	25	6	E.	Eli Ayres.....	May 9	16 00	.....	.....	June 13, '45	Henry Persons.....	E. ½ "	2	25	6	E.	324	1 00	324 00
				3	"	"	"						May 20, '44	Isaac O. Pierson.....	N. W. "	3	"	"	"	159	1 25	198 94
													May 20, '46	" "	S. W. "	"	"	"	"	159	50	79 58
													May 20, '44	Person & Pierson...	S. E. "	"	"	"	"	159	1 25	198 94
1302	Tah-lun-ta.....	"	2	25	4	5	W.				Ich-tah-ho-ka.....	D. Saffarrans.										
				36	"	"	"			"	"	"										
1304	Un-tim-e-ta.....	"	2	27	4	11	"	Eli Ayres.....	.....	.....	.....	.....	Sept. 8, '46	James Brown.....	All.....	27	4	11	W.	640	50	320 48
				28	"	"		"		"			" "	" "	E. ½ "	28	4	11	"	320	50	160 48
													Nov. 12, '46	Weldon Jones.....	W. ½ "	"	"	"	"	320	50	160 48
1306	Nus-tuc-chubby...	"	2	7	4	9	"	Eli Ayres.....	.....	.....	.....	.....	Jan. 5, '48	Levy J. Taylor.....	All.....	7	4	9	"	675	12½	84 46
				18				"		"												
													" "	" "	N. ½ "	18	4	9	"	340	12½	42 61
													" "	" "	L. X. A.	"	"	"	"	185	12½	23 21
													Jan. 12, '46	J. Heard.....	E.S.E. "	"	"	"	"	148	25	37 C0
1307	Le-whi-ha.....	"	2	19	4	9	"	R. M. Niles, trust...	May 13	16 00	.....	.....	Jan. 5, 48'	Levy J. Taylor.....	N. ½ "	19	"	"	"	337	12½	42 16
				30	"	"	"						July 1, '47	Samuel M. Cowan..	S. ½ "	"	"	"	"	349	12½	43 70
													" "	" " ..	N. ½ "	30	"	"	"	349	12½	43 73
													Jan. 8, '47	John Cowan.....	S. W. "	"	"	"	"	189	12½	23 71
														W. H. Bayless and H. F. Samuels.....	S. E. "	"	"	"	"	160	1 25	200 00
		1839.																				
1308	Tin-a-hath-la.....	June 17	2	6	4	10	"	Eli Ayres.....	May 28	"			Mar. 5, '46	L. & A. Sims.....	All.....	6	"	10	"	642	25	160 72
				7	"	"	"						Mar. 16, '46	J. W. Mathews.....	N. E. "	7	"	"		160	25	40 09
													"	Jesse Heard.....	N. W. "	"	"	"	"	162	25	40 70
													April 1, '45	Samuel B. Shelden..	S. ½ "	"	"	"	"	321	50	160 80
1309	Mo-mah-tubby....	July 7	2	19	4	10	W.	Eli Ayres.....	May 27	$16 00	.....	.....	Mar. 16, '46	Daniel Lawrence....	N. ½ qr.	19	4	10	W.	323	25	80 78
				30	"	"	"						" "	J. W. Mathews.....	S. ½ "	"	"	"	"	323	25	80 79
													Aug. 4, '45	Thos. B. Hoover....	All.....	30	"	"	"	643	25	160 92
1310	Ho-to-sha.....	June 17	2	13	4	11	W.	Eli Ayres.....	.....	.....	.....	.....	Mar. 16, '46	Daniel Lawrence....	E. ½ "	13	4	11	"	319	25	79 79
				14	"	"	"	"	May 25	"												
													Jan. 12, '46	Jesse Heard.....	N. W. "	"	"	"	"	159	25	39 90
													Mar. 16, '46	D. Lawrence.....	S. W. "	"	"	"	"	159	25	39 90
													Jan. 12, '46	J. Heard.....	N. E. "	14	"	"	"	160	25	40 01
													"	J. Brown & P. Miller	W. ½ "	"	"	"	"	320	25	80 01
													Mar. 16, '46	D. Lawrence	S. E. "	"	"	"	"	160	25	40 01
1311	Tus-shee-Ra-ah-ka	"	2	27	8	10	W.	T. N. Niles, "trust."	May 14	"	.....	.....	Nov. 30, '46	Weldon Jones.....	All.....	27	8	10	"	638	25	159 81
				34	"	"	"						" "	John P. Jones.....	"	34	"	"	"	467	25	116 91

CHICKASAW RESERVATIONS—Continued.

Roll No.	Reservee.	Date of location.	Entitled.	Section.	Township.	Range.	E. or W.	Purchaser from Indian reservee.	Date of purchase.	Consideration paid.	Conflicting reservee.	Claimant under conflicting reservee.	Date of resale by entry.	Purchase by entry.	Fractional part of section.	Section.	Township.	Range.	E. or W.	Acres.	Price paid.	Amount.
1312	Stim-mo-ho-letty..	1839. June 17	2	28	8	10	W.	Eli Ayres.....	1839. May 24	.....	.....	.....	Nov. 30, '46	Weldon Jones.....	W. ½ "	28	8	10	W.	319	$0 25	$80 91
				29	"	"	"						Jan. 12, '46	S. B. Shelden	E. ½ "	"	"	"	"	319	25	80 91
													Nov. 30, '46	Weldon Jones.....	All.....	29	"	"	"	591	25	147 79
1313	Te-fah-mah.....	"	2	22	9	9	W.	Eli Ayres.....	.....	$16 00	.....	.....	Sept. 8, '46	James E. Kirby.....	N. E. "	22	9	9	"	160	25	40 07
				27	"	"	"						Dec. 7, '46	James Brown.....	S. E. "	"	"	"	"	160	25	40 07
													Jan. 11, '47	Pitzer Miller & James Brown...	N. W. " S. W. "	" "	" "	" "	" "	320	12½	40 07
													" "	Do. do.	All.....	27	"	"	"	627	14	84 05
1314	J. O. Ma-Tubby..	"	2	23	"	"	"	Eli Ayres.....	.....	"	.....	.....	Aug. 3, '46	James Brown & Pitser Miller	All.....	23	"	"	"	640	25	160 01
				24	"	"	"						" "	J. Brown & Pitser Miller	N. E. "	24	"	"	"	159	25	39 83
													Dec. 28, '44	M. R. Perkins.....	S. E. "	"	"	"	"	120	1 00	120 00
													Aug. 3, '46	John Perkins	N. W. "	"	"	"	"	159	25	39 83
													" "	J. Brown & P. Miller	S. W. "	"	"	"	"	159	25	39 83
													June 22, '46	J. W. Mathews.....	S. E. "	"	"	"	"	22	25	5 50
1315	Mat-tah.....	"	3	1	4	10	W.	Eli Ayres.....	May 21	16 00	.....	.....	April 2, '47	Wolf, Steppacher, & H. Bissenger	All.....	1	4	10	W.	639	12½	79 88
				11	"	"	"						Jan. 10, '46	Sam. B. Shelden	E. ½	11	"	"	"	320	25	80 16
				12	"	"	"						Nov. 30, '46	Weldon Jones.....	W. ½	"	"	"	"	320	"	80 16
													" "	" "	All.....	12	"	"	"	639	"	159 83
1316	Tom.....	"	3	13	4	10	"	R. M. Niles.....	May 15	24 00	.....	.....	Nov. 30, '46	Weldon Jones.....	All.....	13	4	10	W.	641	25	160 28
				14	"	"	"						Jan. 10, '46	S. B. Sheldon.....	N. E. qr.	14	"	"	"	160	25	40 12
				23	"	"	"						Nov. 30, '46	Weldon Jones.....	S. E. "	"	"	"	"			
															N. W. "	"	"	"	"			
															S. W. "	"	"	"	"	481	25	120 38
													Nov. 12, '46	Wm. S. Jones.....	N. E.	23	"	"	"			
													" "	.....	S. E.	"	"	"	"			
													" "	.....	N. W.	"	"	"	"			
													" "	.....	S. W.	"	"	"	"	629	25	159 43
1317	Pis-tal-lubby.....	"	2	35	2	10	"	Eli Ayres.....	.....	16 00	.....	.....	Jan. 20, '45	James Brown.....	All.....	35	2	10	"	652	25	163 00
				36	"	"	"						June 8, '44	Hugh Craft.....	E ½	36	2	10	"	325	25	81 38
													June 22, '39	Charles Judson	W ½	"	"	"	"	324	50	162 25
1318	Stim-mul-lutte	"	2	23	"	"	"	Eli Ayres.....	May 20	"	.....	.....	Jan. 20, '45	H. J. Edmondson...	All.....	23	"	"	"	641	25	160 40
				26	"	"	"						" "	James Brown.....	All.....	26	"	"	"	640	25	160 06
1319	Sha-let-ka.....	"	2	31	3	10	"	Eli Ayres.....	.....	.....	.....	.....	Jan. 20, '45	James Brown.....	All.....	31	3	10	"	640	25	160 15
				32	"	"	"						" "	" "	All.....	32	"	"	"	639	25	159 80
1320	Took-a-too-ars-Tubby.....	"	2	26	"	"	"	T. N. Niles.....	.....	"	.....	.....	June 9, '45	James Brown.....	All.....	26	"	"	"	640	12½	80 01
				27	"	"	"	Ely Ayres.....	May 17	"			" "	" "	All.....	27	"	"	"	639	12½	79 90
1321	Ar-che-ubby.....	"	2	28	"	"	"	Ely Ayres.....	.....	"	.....	.....	June 9, '45	James Brown.....	All.....	28	"	"	"	639	25	159 96
				33	"	"	"						Jan. 20, '45	" "	All.....	33	"	"	"	640	25	160 15
1322	Oke-lish-Tubby...	"	2	11	5	11	"	Robt. M. Niles	May 18	"	.....	.....	Jan. 13, '45	Richard E. Orne	N. E.	11	5	11	"	159	25	39 96
				14	"	"							Jan. 13, '39	John Caruthers	S. E.	"	"	"	"	159	50	79 91
													Sept. 30, '44	George Wood	W ½	"	"	"	"	319	25	79 91
													Jan. 11, '39	John Caruthers	N. E.	14	"	"	"	159	50	79 81
													June 18, '39	Christopher Orr.....	S. ½	"	"	"	"	319	50	159 62
													June 13, '45	R. E. Orne.....	N. W.	"	"	"	"	159	25	39 91

CHICKASAW RESERVATIONS—Continued.

Roll No.	Reservee.	Date of location.	Entitled.	Section.	Township.	Range.	E. or W.	Purchaser from Indian reservee.	Date of purchase.	Consideration paid.	Conflicting reservee.	Claimant under conflicting reservee.	Date of resale by entry.	Purchaser by entry.	Part of section.	Section.	Township.	Range.	E. or W.	Acres.	Price paid.	Amount.
1323	Stick-I-O-ka-Tubby	1839. June 12	2	33	5	11	W.	Eli Ayres	1839.	$16 00			June 9, '45	James Brown	N. ½ "	33	5	11	W.	320	$0 12½	$40 06
				34	"	"							June 17, '39	Elias Parkman	S. ½ "	"	"	"	"	320	50	160 24
													June 18, '39	James L. Orr	N. E. "	34	"	"	"	160	50	80 05
		June 17											June 9, '45	James Brown	S. E. "	"	"	"	"	160	12½	20 01
															N. W. "	"	"	"	" }	318	12½	39 83
															S. W. "	"	"	"	" }			
1324	Ish-to-ni-ah	"	2	2	5	11	"	Eli Ayres	May 16				June 9, '45	J. Heard	All	2	5	11	"	641	20	128 28
				3	"	"	"			16 00			" "	J. Heard	All	3	"	"	"	640	20	128 12
1325	Stim-me-in-yea	"	2	1	5	11	"	Eli Ayres	May 15	"			June 9, '45	J. Heard	All	1	5	11	"	640	21	134 53
				12	"	"	"						" "	James Brown	N. ½ "	12	"	"	"	319	12½	39 98
													June 11, '39	John Caruthers	S. ½ "	"	"	"	"	319	50	159 94
1326	Okah-lah-Pomby	"	2	26	5	11	"	Eli Ayres					June 9, '45	J. W. Mathews	E. ½ "	26	5	11	"	319	12½	39 92
				35	"	"	"			"			June 17, '39	C. Orr	N. W. "	"	"	"	"	159	50	79 83
													" "	J. L. Orr	S. W. "	"	"	"	"	159	50	79 83
													June 9, '45	James Brown	N. E. "	35	"	"	"	160	12½	20 00
													June 17, '39	James L. Orr	N. W. "	"	"	"	"	160	50	80 02
													June 9, '45	James Brown	S. ½ "	"	"	"	"	320	12½	40 02
1327	Ka-ta-Ward	"	2	22	6	11	"	Robert M. Niles	May 20	"			April 12, '45	T. H. Niles	All	22	6	11	"	638	25	159 56
				27	"	"	"						" "	T. H. Niles	All	27	"	"	"	638	25	159 74
1328	On-che-Tubby	"	2	34	6	11	"	Eli Ayres	May 13				Jan. 13, '46	John P. Jones	N. ½ "	34	"	"	"	319	12½	39 96
				35	"	"	"			"			" "	" "	S. W. "	"	"	"	"	158	12½	19 79
													Aug. 12, '46	Thomas R. Hoover	S. E. "	"	"	"	"	156	25	39 00
													Jan. 13, '46	J. P. Jones	N. ½ "	35	"	"	"	320	12½	40 04
													Aug. 2, '45	T. R. Hoover	S. ½ "	"	"	"	"	316	25	79 08
1329	Ish-to-hath-le	"	2	2	8	11	"	Eli Ayres					Jan. 14, '46	Eli M. Driver	N. ½ "	2	8	11	"	298	25	74 50
				11	"	"	"			"			Nov. 12, '46	J. P. Jones	S. E. "	"	"	"	"	157	25	39 38
													" "	" "	S. W. "	"	"	"	"	159	25	39 98
													" "	" "	All	11	"	"	"	629	25	160 13
1330	Kle-tah	"	2	20	6	9	"	Eli Ayres	June 7				May 31, '45	E. and A. J. Jones	E. ½ "	20	6	9	"	318	25	79 70
				29	"	"	"			"			April 16, '45	Ira Sanders	N. W. "	"	"	"	"	159	12½	19 99
													Jan. 10, '45	E. and A. J. Jones	S. W. "	"	"	"	"	159	12½	19 99
													" "	Eli M. Driver	All	29	"	"	"	642	12½	80 40
1331	Fah-lah-m-Tubby	"	2	13	7	10	"	Eli Ayres	June 6	16 00			Jan. 12, '46	J. Heard	All	13	7	10	W.	640	12½	86 01
				24									" "	J. Heard	All	24	7	10	"	639	12½	80 00
1332	Stim-I-ho-pah-nah	"	3	4	4	10	W.	Eli Ayres		24 00			Nov. 30, '46	Weldon Jones	E. ½ "	4	4	10	"	320	25	80 08
				5	"	"	"						Jan. 11, '46	S. B. Shelden	W. ½ "	"	"	"	"	320	25	80 08
				8	"	"	"						Mar. 16, '46	J. W. Mathews	N. E. "	5	"	"	"	160	25	40 05
													Jan. 10, '46	S. B. Shelden	S. E. "	"	"	"	"	160	25	40 05
													Mar. 16, '46	J. W. Mathews	W. ½ "	"	"	"	"	320	25	80 10
													Jan. 10, '46	S. B. Shelden	N. E. "	8	"	"	"	160	25	40 18
													Mar. 16, '46	J. W. Mathews	N. W. "	"	"	"	"	160	25	40 18
													Jan. 10, '46	S. B. Shelden	S. ½ "	"	"	"	"	321	50	160 72
1333	Is-tim-ah-ho-na	"	2	19	7	11	W.	R. M. Niles	May 21	16 00			Jan. 10, '46	James Brown & Austin Miller.	All	19	7	11	W.	631	12½	78 93
				20	"	"	"						Aug. 7, '45	Do. do.	N. E. "	20	"	"	"	160	25	40 00
													Aug. 19, '45	J. N. Wylie	N. W. "	"	"	"	"	160	25	40 00
													" "	" "	S. ½ "	"	"	"	"	320	25	80 00
1334	Poe-con-o-la	"	3	9	4	10	"	Robert M. Niles	May 22	24 00			Nov. 20, '46	Weldon Jones	E. ½ "	9	4	10	"	321	25	80 26
				16	"	"							Jan. 10, '46	S. B. Shelden	N. W. "	"	"	"	"	160	25	40 13
													April 1, '45	" "	S. W. "	"	"	"	"	160	50	80 26

CHICKASAW RESERVATIONS—Continued.

Roll No.	Reservee.	Date of location.	Entitled.	Section.	Township.	Range.	E. or W.	Purchaser from Indian reservee.	Date of purchase.	Consideration paid.	Conflicting reservee.	Claimant under conflicting reservee.	Date of resale by entry.	Purchaser by entry.	Part of section.	Section.	Township.	Range.	E. or W.	Acres.	Price paid.	Amount.
1334	Poe-con-o-la.....	1839. June 17	3	17	4	10	W.	Robert M. Niles.....	1839. May 22	$24 00	.....	.....	Mar. 16, '46	S. B. Shelden.....	N. E. qr.	16	4	10	W.	159	$0 25	$39 98
													April 1, '45	" "	S. E. "	"	"	"	"	159	50	79 96
													" "	" "	W. ½	"	"	"	"	319	50	159 92
													Jan. 10, '46	" "	N. E. "	17	"	"	"	159	25	39 99
													" "	" "	S. E. "	"	"	"	"	159	25	39 99
1335	Poe-cum-ma.....	"	2	9	7	10	"	Eli Ayres.....	.....	16 00	.....	.....	Mar. 16, '46	Daniel Lawrence....	W. ½	"	"	"	"	319	25	79 97
				16	"	"	"						Nov. 29, '47	Robt. W. Edmondson	All.....	9	7	10	"	640	12½	80 08
1336	Can-na-cheena....	"	3	21	4	10	.....	T. N. Niles, "trust."	May 23	24 00	.....	.....	" "	" "	All.....	16	"	"	"	640	12½	80 10
				22	"	"							April 1, '45	S. B. Shelden.....	E. ½	21	4	10	"	319	50	159 92
				28	"	"							" "	" "	N. W. "	"	"	"	"	159	50	79 96
													" "	George Work.....	S. W. "	"	"	"	"	159	50	79 96
													Nov. 12, '46	W. Jones.....	N. ½	22	"	"	"	319	25	79 91
													" "	W. S. Jones.....	S. E. "	"	"	"	"	159	25	39 96
													Nov. 12, '46	S. B. Shelden.....	S. W. "	"	"	"	"	159	50	79 91
1337	Chick-a-ma-ho-ka..	"	3	1	4	11	W.	Eli Ayres.....	June 3	.....	.....	.....	Jan. 10, '46	" "	All.....	28	"	"	"	640	25	160 00
				11									Nov. 12, '46	Weldon Jones.....	E. ½	1	4	11	"	319	25	79 99
										24 00			Mar. 4, '46	James Brown and Pitser Miller.	W. ½	"	"	"	"	319	25	79 99
				12									" "	Do. do.	All.....	11	"	"	"	640	25	160 16
													Mar. 5, '46	W. A. P. Jones.....	N. E. "	12	"	"	"	159	25	39 94
													" "	J. Brown & P. Miller	N. W. "	"	"	"	"	159	25	39 94
1338	Sho-mubby.....	"	2	11	7	10	"	Eli Ayres.....	.....	16 00	.....	.....	Jan. 12, '46	Jos. Heard.....	S. ½	"	"	"	"	319	25	79 88
				14	"	"	"						Feb. 12, '46	John D. Martin.....	All.....	11	7	10	"	638	12½	79 81
1339	Ish-tup-ar-ka	"	2	29	7	10	"	Robert M. Niles....	May 4	.....	.....	.....	" "	J. P. Jones.....	All.....	14	7	10	"	641	12½	80 16
				32	"	"	"						Jan. 13, '45	R. E. Orne.....	All.....	29	"	"	"	614	25	153 71
1340	Hul-la-Tubby.....	"	2	27	"	"	"	Eli Ayres.....	.....	16 00	.....	.....	" "	" "	All.....	"	"	"	"	602	25	150 50
				26	"	"	"			"			Jan. 12, '46	J. Heard.....	All.....	27	"	"	"	638	12½	79 80
1341	Tus-car-no-ubby...	"	3	31	6	12	"	Eli Ayres.....	June 6	.....	.....	.....	" "	J. P. Jones.....	All.....	26	"	"	"	639	12½	79 99
				32	"	"	"						Jan. 17, '46	Eli M. Driver.....	All.....	31	6	12	"	660	12½	82 50
				33	"	"	"			24 00			" "	" "	N. ½	32	"	"	"	322	12½	40 36
													" "	" "	S. W. "	"	"	"	"	153	12½	19 21
													Aug. 2, '45	Thomas B. Hoover..	S. E. "	"	"	"	"	154	25	38 66
1342	Ah-le-nah	"	3	10	"	"	"	Eli Ayres.....	.....	.....	.....	.....	" "	" " ..	All.....	33	"	"	"	552	25	138 23
				11	"	"	"						Aug. 2, '45	Thomas B. Hoover..	All.....	10	6	12	"	642	25	160 50
										"			June 4, '45	Jacob Thompson and T. L. Jones.	E. ½	11	"	"	"	320	25	80 11
				12	"	"	"						" "	Do. do.	S. W. "	"	"	"	"	160	25	40 00
													Aug. 4, '45	T. B. Hoover.....	N. W. "	"	"	"	"	160	25	40 02
													" "	" "	N. E. "	12	"	"	"	159	25	39 97
													June 4, '45	Jacob Thompson and T. L. Jones.....	W. ½.	"	"	"	"	319	25	79 93
		1838.											" "	Do. do.	S. E. "	"	"	"	"	159	25	39 97
1343	Ca-na-ho-na.....	July 12	2	15	7	10	W.	T. N. Niles, "trust."	May 25	16 00	.....	.....	Nov. 29, '47	Robt. W. Edmondson	All.....	15	7	10	"	640	12½	80 07
				22	"	"	"						Jan. 12, '46	J. Brown & P. Miller	All.....	22	7	10	"	640	12½	80 05
1344	Mul-la-la-ho-yea..	"	2	3	"	11	"	Eli Ayres.....	June 4	"	.....	.....	Feb. 4, '45	R. W. Edmondson..	All.....	3	7	11	"	640	12½	80 05
				10	"	"							" "	" " ..	All.....	10	"	"	"	639	12½	79 99
1345	O-qua-cun-na-tubby	"	3	25	6	12	"	R. M. Niles, "trust."	May 28		.....	.....	Jan. 17, '46	James Brown and P. Miller.	All.....	25	6	12	"	640	12½	80 00
				26	"	"	"						" "	" " "	E. ½	26	"	"	"	318	12½	39 79
				35	"	"	"			24 00			June 9, '45	James Brown.....	W. ½	"	"	"	"	318	25	79 71

CHICKASAW RESERVATIONS—Continued.

Roll No.	Reservee.	Date of location.	Entitled.	Section.	Township.	Range.	E. or W.	Purchaser from Indian reservee.	Date of purchase.	Consideration paid.	Conflicting reservee.	Claimant under conflicting reservee.	Date of resale by entry.	Purchaser by entry.	Part of section.	Section.	Township.	Range.	E. or W.	Acres.	Price paid.	Amount.
1345	O-qua-cun-na-tubby	1838. July 12	3	35	6	12	W.	R. M. Niles, "trust."	1839. May 28	$24 00			Jan. 13, '46	J. P. Jones	E. ½	35	6	12	W.	312	$0 12½	$39 12
													Aug. 2, '45	T. B. Hoover	W. ½	"	"	"	"	313	25	78 46
1346	Stim-mul-la-chee	"	3	4	7	12	"	T. N. Niles, "trust."	May 29				Jan. 12, '46	J. P. Jones	E. ½	4	7	12	"	301	25	75 43
				5	"	"	"		"				" "	" "	N. W.	"	"	"	"	160	25	40 06
				6	"	"	"						Dec. 1, '46	G. M. Brown	S. W.	"	"	"	"	160	25	40 06
													Nov. 12, '46	J. P. Jones	N. ½	5	"	"	"	310	25	80 00
													Jan. 20, '47	" "	S. ½	"	"	"	"	320	12½	40 00
													Nov. 12, '46	" "	N. E.	6	"	"	"	160	25	40 00
													Jan. 21, '47	" "	W. ½	"	"	"	"	320	12½	46 25
													" "	" "	S. E.	"	"	"	"	160	12½	20 00
1347	Stim-mul-la-chee	"	2	14	7	12	"	Robert M. Niles	May 27	16 00			Mar. 4, '46	James Brown and Pitser Miller	E. ½	14	"	"	"	320	25	80 10
				23	"	"	"						" "	James Brown	W. ½	"	"	"	"	320	25	80 10
													" "	Do. and P. Miller	E. ½	23	"	"	"	321	25	80 29
													" "	James Brown	N. W.	"	"	"	"	160	25	40 04
													" "	" "	S. W.	"	"	"	"	160	50	80 29
1348	Un-chee-Tubby	"	2	11	7	11	"	Eli Ayres					Aug. 11, '45	W. S. Wilson and W. H. D. Wendell.	N. ½	11	7	11	"	304	25	76 00
				12	"	"	"		"				" "	Do. do.	S. E.	"	"	"	"	148	25	37 00
													Jan. 14, '46	Eli M. Driver	S. W.	"	"	"	"	160	12½	20 00
													" "	James Brown and Pitser Miller	N. ½	12	"	"	"	304	25	76 00
													Aug. 19, '46	J. N. Wylie		"	"	"	"	154	25	38 63
													" "	W. S. Wilson and W. H. D. Wendell.		"	"	"	"	139	25	34 75
1349	Tat-too-lo-Tubby	"	3	12	7	12	W.	R. M. Niles, "trust."	May 30				Jan. 12, '46	Eli M. Driver	All	12	7	12	W.	639	25	159 91
				13						24 00			Mar. 5, '46	J. W. Mathews	N. ½	13	"	"	"	319	25	79 85
				24									Nov. 30, '46	Weldon Jones	S. ½	"	"	"	"	319	25	79 85
													" "	" "	All	24	"	"	"	639	25	159 73
1350	Ish-tifp-po-hah	"	3	4	8	9	"	R. M. Niles, "trust."	May 30				Dec. 13, '47	Wm. H. Kilpatrick	All	4	8	9	"	639	12½	79 93
				5	"	"	"			"			" "	" "	E. ½	5	"	"	"	320	12½	40 05
				9	"	"	"						" "	" "	N. W.	"	"	"	"	160	12½	20 13
													Mar. 16, '46	J. W. Mathews	S. W.	"	"	"	"	160	25	40 05
													Dec. 13, '47	Wm. H. Kilpatrick	All	9	"	"	"	642	12½	80 37
1351	Fill-lee-lom-by	"	3	21	5	11	"	Eli Ayres					June 17, '39	Christopher Orr	All	21	5	11	"	642	50	321 08
				22	"	"	"			"			" "	" "	All	22	"	"	"	640	50	320 20
				27	"	"	"						" "	" "	N. E.	27	"	"	"	160	50	80 03
													" "	" "	W. ½	"	"	"	"	320	50	160 06
													" "	James L. Orr	S. E.	"	"	"	"	160	50	80 03
1352	Took-a-loo-ars-t'by	"	3	15	8	9	"	Eli Ayres					Jan. 11, '47	James Brown	All	15	8	9	"	640	12½	80 11
				16	"	"	"						Dec. 13, "	Wm. H. Kilpatrick	All	16	"	"	"	642	12½	80 32
				22	"	"	"			"			Jan. 11, '47	James Brown	All	22	"	"	"	638	12½	79 81
1353	O-qua-lah-pomby	"	2	26	8	10	"	Eli Ayres	May 6				Nov. 30, '46	Weldon Jones	All	26	8	10	"	638	25	159 54
				35	"	"	"			16 00			" "	John P. Jones	All	35	"	"	"	462	25	115 62
1354	Stim-ah-ho-pah-nah	"	3	1	"	"	"	R. M. Niles, "trust."	May 13				April 29, '48	Wolf Steppacher and Henry Bissenger	All	1	8	10	"	641	12½	80 25
				2	"	"	"			24 00			Mar. 16, '46	Daniel Lawrence	All	2	"	"	"	642	25	160 60
				3	"	"	"						" "	" "	All	3	"	"	"	642	25	160 61

EXHIBIT No. 1 and F.

Ayres et al. vs. *Carver et al.*

CHICKASAW RESERVATIONS—Continued.

Roll No.	Reservee.	Date of location.	Entitled.	Section.	Township.	Range.	E. or W.	Purchaser from Indian reservee.	Date of purchase.	Consideration paid.	Conflicting reservee.	Claimant under conflicting reservee.	Date of resale by entry.	Purchaser by entry.	Part of section.	Section.	Township.	Range.	E. or W.	Acres.	Price paid.	Amount.
									1839.				Nov. 30, '46	Weldon Jones	All	20	8	10	W.	639	$0 25	$159 75
									May 6				" "	" "	All	21	"	"	"	640	25	160 18
		1838.		20	8	10	W.			$24 00			" "	" "	All	22	"	"	"	641	25	160 29
1355	Clun-ov-chee	July 12	3	21	"	"	"	Eli Ayres					Jan. 12, '46	S. B. Shelden	All	24	"	"	"	641	25	160 38
				22	"	"	"						Nov. 12, '46	John P. Jones	All	25	"	"	"	641	25	160 38
				24	"	"	"			16 00			Jan. 16, '46	James Brown and A. Miller	N. E.	9	6	10	"	160	12½	20 00
1356	Fah-lah-mu	"	2	25	"	"	"	Eli Ayres	May 3	"					N. W.	"	"	"	"	137	25	34 25
													Jan. 13, '45	Eli M. Driver	S. E.	"	"	"	"	160	25	40 00
1357	Chuf-fah-Tubby	"	2	9	6	10	"	Eli Ayres					Aug. 4, "	T. B. Hoover	N. E.	16	"	"	"	160	25	40 00
													" "	" "	S. E.	"	"	"	"	160	12½	20 00
				16	"	"	"						Jan. 21, '46	J. N. Wylie	N. E.	21	6	10	"	623	25	155 88
													Jan. 13, '45	Eli M. Driver	All	28	"	"	"	319	25	79 90
													" "	" "	N. ½	"	"	"	"	319	12½	39 95
													" '46	" "	S. ½							
1358	Ho-to-sha-ubby	"	2	21	6	10	"	R. M. Niles	May 14	"			Jan. 12, '46	James Brown and Pitser Miller	All	4	6	10	"	638	12½	79 80
				28	"	"	"						" "	" "	N. ½	5	"	"	"	319	12½	39 95
															S. ½	"	"	"	"	297	25	74 38
1359	Tus-ca-ar-com-by	"	2	4	"	"	"	R. M. Niles	May 14	"			Feb. 8, '45	Franklin Smith	All	17	8	10	"	641	25	80 25
													Nov. 30, '46	Weldon Jones	All	18	"	"	"	642	25	160 50
				5	"	"	"						" "	" "	All	19	"	"	"	160	25	40 11
1360	Char-lar-ka	"	3	17	8	10	"	R. M. Niles	May 16				" "	" "	N. E.	"	"	"	"	145	25	36 38
				18	"	"	"			24 00					N. W.							
				19	"	"	"						Jan. 10, '46	Eli M. Driver	S. ½	"	"	"	"	296	25	74 00
													" "	" "								
													Jan. 13, '46	James Brown and P. Miller	N. ½	11	6	11	"	319	12½	39 96
1361	Shee-la-Tubby	"	2	11	6	11	"	R. M. Niles, "trust."	May 17	16 00					S. W.	"	"	"	"	159	25	39 96
													Aug. 6, '45	" "	S. E.	"	"	"	"	159	12½	19 98
													Jan. 13, '46	" "	E. ½	14	"	"	"	319	12½	39 98
				12	"	"	"						" "	" "	S. W.	"	"	"	"	159	12½	19 99
													" "	" "	N. W.	"	"	"	"	159	25	39 98
													Aug. 6, '45	" "								
													Jan. 11, '47	James Brown and P. Miller	All	4	9	9	"	641	12½	80 24
1362	Fah-lah-me-Tubby	"	3	4	9	9	"	Eli Ayres		24 00					All	5	"	"	"	641	25	160 38
													Nov. 30, '46	John P. Jones	All	8	"	"	"	642	25	160 70
				5	"	"	"						" "	" "	All	22	6	11	"	640	25	160 10
				8	"	"	"						Oct. 1, '45	Thomas N. Niles	All	26	"	"	"	640	25	160 10
1363	Oke-char-le-ho-mee	"	2	23	6	11	"	R. M. Niles	May 18	16 00			" "	" "	All	23	4	12	"	654	25	163 51
				26	"	"	"						Aug. 1, '45	Thomas B. Hoover	All	25	"	"	"	645	25	161 72
1364	Tush-shee-ma-T'by	"	3	23	4	12	"	Robert M. Niles	May 20				" "	" "	All	26	"	"	"	646	.....	161 72
				25	"	"	"			24 00					All	33	6	11	"	626	12½	78 30
				26	"	"	"						Jan. 13, '46	John P. Jones	All	32	6	11	"	320	12½	40 00
1365	Shoom-ma-cher	"	2	33	6	11	"	Eli Ayres	May 7				" "	J. Brown & P. Miller.	N. ½	"	"	"	"	149	25	37 44
				32	"	"	"			16 00			Aug. 7, '45	Do. do.	S. W.	"	"	"	"	157	12½	18 91
													Jan. 13, '46	Do. do.	S. E.	"	"	"	"	638	12½	79 87
													Feb. 2, '46	John D. Martin	All	3	7	10	"	618	25	154 50
													Jan. 13, '45	R. E. Orne	All	4	"	"	"			
1366	Mo-ho-lo-Tubby	"	2	3	7	10	"	R. M. Niles, "trust."	May 21	16 00			Jan. 10, '46	James Brown and Pitser Miller	All	2	6	11	"	638	12½	79 86
				4	"	"	"								All	3	"	"	"	640	25	160 00
1367	Fo-la-cher	"	3	2	6	11	"	R. M. Niles	May 2	24 00			Jan. 20, '45	James Brown	All	4	"	"	"	640	25	160 16
													Jan. 13, '45	Eli M. Driver								
				3	"	"	"															
				4	"	"	"															

CHICKASAW RESERVATIONS—Continued.

Roll No.	Reservee.	Date of location.	Entitled.	Section.	Township.	Range.	E. or W.	Purchaser from Indian reservee.	Date of purchase.	Consideration paid.	Conflicting reservee.	Claimant under conflicting reservee.	Date of resale.	Purchaser by entry.	Part of section.	Section.	Township.	Range.	E. or W.	Acres.	Price paid.	Amount.
1368	Mat-al-a-cher.....	1838. July 12	2	35	3	10	W.	R. M. Niles.....	1839. May 23	.....	.....	.....	June 9, '45	James Brown.....	All.....	35	3	10	W.	638	$0 12½	$79 87
				36	"	"	"			$16 00			Feb. 8, '45	J. Heard.....	N. E. qr.	36	"	"	"	159	25	39 90
													" "	J. Heard.....	S. W. "	"	"	"	"	159	25	39 95
													June 9, '45	J. W. Mathews.....	N. W. "	"	"	"	"	160	12½	20 00
													" "	A. K. Mathews.....	S. E. "	"	"	"	"	159	12½	19 93
1369	Cle-tah.....	"	2	11	3	10	"	Eli Ayres.....	May 6	16 00	.....	.....	June 9, '45	James Brown.....	All.....	11	3	10	"	639	12½	79 92
				12	"	"	"						Aug. 1, '45	Thomas B. Hoover..	E. ½	12	"	"	"	319	12½	39 94
1370	Stim-mo-hoth-la...	"	2	13	5	11	"	T. N. Niles, "trust."	May 24	"	.....	.....	April 11, '48	Martha M. Griffis...	W. ½	"	"	"	"	319	12½	39 98
				24									June 11, '39	John Caruthers.....	N. ½	13	5	11	"	318	50	159 91
													Jan. 11, '47	James Brown.....	S. ½	"	"	"	"	318	12½	39 87
1371	To-wah-kah.....	"	3	16	6	11	"	Eli Ayres.....	.....	24 00	.....	.....	" "	James Brown.....	All.....	24	"	"	"	639	12½	79 94
				21	"	"	"						Jan. 13, '45	Eli M. Driver.....	All.....	16	6	13	"	640	25	160 14
				28	"	"	"						Aug. 2, '45	T. B. Hoover.....	N. ½	21	"	"	"	320	25	80 03
													Jan. 13, '46	John P. Jones.....	S. ½	"	"	"	"	320	12½	40 00
		1839.											" "	John P. Jones.....	All.....	28	"	"	"	638	12½	79 82
1372	E-lap-pin-ubby....	June 17	3	16	7	11	"	Eli Ayres.....	.....	24 00	.....	.....	Jan. 14, '46	J. Brown & A. Miller.	N. ½	16	7	11	"	320	12½	40 02
				17	"	"	"						Aug. 11, '45	J. Brown & A. Miller.	S. ½	"	"	"	"	320	25	80 04
				21	"	"	"						" "	W. S. Wilson and W. H. D. Wendell.	N. E. "	17	7	11	"	159	25	39 99
													" "	J. Brown & P. Miller.	N. W. "	"	"	"	"	159	25	39 99
													Aug. 16, '45	J. N. Wylie.....	S. W. "	"	"	"	"	159	25	39 99
													Aug. 11, '45	J. Brown & P. Miller.	S. E. "	"	"	"	"	159	25	39 99
													" "	J. Brown & A. Miller.	N. E. "	21	"	"	"	160	25	40 01
													" "	J. Brown & A. Miller.	S. ½	"	"	"	"	320	25	80 02
													" "	Eli M. Driver.....	N. W. "	"	"	"	"	160	25	40 01
1373	Steah-ah-Tubby...	"	2	25	5	11	"	T. N. Niles, "trust."	May 25	16 00	.....	.....	Sept. 30, '44	George Work.....	E. ½	25	5	11	"	319	25	79 82
				36	"	"	"						Jan. 12, '45	R. E. Orne.....	W. ½	"	"	"	"	319	25	79 82
													Sept. 30, '44	George Work.....	E. ½	36	"	"	"	316	25	79 16
													Jan. 13, '45	R. E. Orne.....	W. ½	"	"	"	"	318	25	79 68

Exhibit No. 2 to answer of Thomas N. Niles and Eli Ayres, and Exhibit F to the cross-bill of said Niles and Ayres, in the words and figures following, to wit:

Reservations under the 6th article of the Chickasaw treaty of May 24th, 1834.

Roll No.	Reservee.	Date of location.	Entitled.	Section.	Township.	Range.	E. or W.	Purchaser from Indian reservee.	Date of purchase.	Consideration paid.	Conflicting reservee.	Claimant from conflicting reservee.	Date of resale by entry.	Purchaser from Government.	Part of section.	Section.	Township.	Range.	E. or W.	Acres.	Price paid.	Amount.
		1838.							1839.													
598	Um-mo-me-sho-Tubby	June 29	1	33	10	7	W.	Eli Ayres, "trust."	May 10	$800 00				Senpyton Parks	N. E.	16	4	4	E.			
600	Shah-tin-ah	"	1	16	4	4	E.	Eli Ayres	June 22	800 00				Silas Brooks	N. W.	"	"	"	"			
														Senpyton Parks	S. W.	"	"	"	"			
														" "	S. E.	"	"	"	"			
602	Per-le-che	"	1	14	8	4	"	Eli Ayres	May 6	800 00				Vacant	N. E.	14	8	4	W.			
														Samuel Barnes	N. W.	"	"	"	"			
														John D. Jones	S. W.	"	"	"	"			
														Mary McCutchon	S. E.	"	"	"	"			
604	Gilbert	"	1	16	7	5	"			800 00				Gordentia Waite	N. E.	16	7	5	"			
														Vacant	S. E.	"	"	"	"			
														"	"	"	"	"	"			
														"	"	"	"	"	"			
605	Pus-con-chah	"	1	7	4	5	"	Eli Ayres, "trust."	June 17	800 00	Noosh-tuck-chubby	D. Saffarrans				7	4	5	"			
607	Westley	"	1	16	2	10	E.	Eli Ayres	June 17	800 00				James Word	N. E.	16	2	10	E.			
														R. Cumminge	S. W.	"	"	"	"			
														James Word	N. W.	"	"	"	"			
														R. Cumminge	S. E.	"	"	"	"			
608	Fah-shil-Kah	"	1	16	4	6	"	Eli Ayres, "trust."	June 16	800 00				Aaron Bryan	N. E.	16	4	6	"			
														Ebenezer Gaston	N. W.	"	"	"	"			
														John Bryan	S. W.	"	"	"	"			
														James L. Skillman	S. E.	"	"	"	"			
610	Jim-ma-ho-yea	"	1	2	10	8	E.	Eli Ayres, "trust."	June 16	800 00				H. N. Rayburn	N. E.	2	10	8	E.			
														Synthia Bagless	N. W.	"	"	"	"			
														Henry N. Rayburn	S. W.	"	"	"	"			
														" "	S. E.	"	"	"	"			
611	James Cames	"	1	16	11	1	W.	Eli Ayres, "trust."	June 16	800 00				Ez'l E. Gordon	N. E.	16	11	1	W.			
														Pratt Anderson	N. W.	"	"	"	"			
														Anthony W. Green	S. W.	"	"	"	"			
														John Stewart	S. E.	"	"	"	"			
613	Ish-tah-pah-ka	"	1	11	10	6	"	Eli Ayres, "trust."	June 16	800 00				Peyton R. Gill	N. E.	11	10	6	"			
														Reuben J. Patton	N. W.	"	"	"	"			
														Hanoslon McMinn	S. W.	"	"	"	"			
														Geo. Armstrong	S. E.	"	"	"	"			
614	Ah-to-lah-Tubby	"	1	16	2	6	E.			800 00				Peyton Jones	E. ½	16	2	6	E.			
														" G. "	N. W.	"	"	"	"			
														Samuel Rankin	S. W.	"	"	"	"			
616	Pis-ah-ho-ka	"	1	20	25	7	"	Eli Ayres, "trust."	June 16	800 00				Thos. W. Shannon	N. E.	20	25	7	E.			
														" "	N. W.	"	"	"	"			
														Alford G. Vickory	S. W.	"	"	"	"			
														" " "	S. E.	"	"	"	"			
617	She-nah	"	1	33	24	8	"			800 00				Samuel M. Pitman	N. W.	33	24	8	"			
														" " "	S. W.	"	"	"	"			
														James R. Bounds	S. E.	"	"	"	"			
619	Ah-too-lah	"	1	16	14	5	"			800 00				James R. Foster & J. M. C. Foster.	E. ½	16	14	5	W.			

CHICKASAW RESERVATIONS—Continued.

Roll No.	Reservee.	Date of location.	Entitled.	Section.	Township.	Range.	E. or W.	Purchaser from Indian. reservee.	Date of purchase.	Consideration paid.	Conflicting reservee.	Claimant from conflicting reservee.	Date of resale by entry.	Purchaser from Government.	Part of section.	Section.	Township.	Range.	E. or W.	Acres.	Price paid.	Amount.
	Ah-too-lah	1838. June 29	1	16	14	5	E.		1839.	$800 00				Jas. Richardson & Geo. T. Malone	N. W.	16	14	5	W.			
622	Cow-shee-tah	"	1	16	7	5	"	Eli Ayres, "trust."	May 8	800 00				Edward McGee	S. W.	"	"	"	"			
														Kenneth McRae	N. ½	16	7	5	E.			
623	Ah-pah-ho-ta	"	1	16	5	4	"	Eli Ayres, "trust."	May 8	800 00				William G. McGill	S. W.	"	"	"	"			
														Kenneth McRae	S. E.	"	"	"	"			
														Samuel B. Prior	N. E.	16	5	4	"			
														Marcifa McGee	N. W.	"	"	"	"			
														James M. Clarke	S. W.	"	"	"	"			
625	To-ho-yea	June 29	1	16	3	4	E.	Eli Ayres, "trust."	May 7	800 00				Dutton Seveten	S. E.	"	"	"	"			
														Jacob Riner	N. E.	16	3	4	E.			
														Nancy Siddel	N. W.	"	"	"	"			
														Miles H. Morton	S. W.	"	"	"	"			
626	Bah-no-yea	"	1	16	7	4	"	Eli Ayres, "trust."	May 16	800 00				Wm. G. B. Rucker	S. E.	"	"	"	"			
														Kenneth McRae	N. E.	16	7	4	"			
														James K. Wilson	N. W.	"	"	"	"			
														Leonard Pratt	S. W.	"	"	"	"			
628	Pah-ha-la-cha	"	1	S. ½ 7	10	6	W.	Eli Ayres, "trust."	May 17	800 00				Lewis E. D. Roberts	S. E.	"	"	"	"			
														Jonathan H. Woods	S. W.	S. ½ 7	10	6	W.			
631	Yo-ka	"	1	23	16	3	E.	Eli Ayres	May 16	800 00				John Kemp	S. E.	"	"	"	"			
														Wolf Steppacher and Henry Bissinger	E. ½	23	16	3	E.			
														John D. Bradford	N. W.	"	"	"	"			
634	Phil-le-mah	"	1	6	10	8	W.	Eli Ayres	May 5	800 00	Wah-ka-ho-yea	D. Saffarrans		James J. Wilson	S. W.	"	"	"	"			
																6	10	8	W.			
																"	"	"	"			
																"	"	"	"			
635	Pah-cah-no-la	Jan. 15	1	1	1	5	"	Eli Ayres	May 4	800 00	Ish-tuck-ho-nah	D. Saffarrans										
637	Cum-in-tee-nah	July 29	1 E. ½	16	2	7	"			800 00				Lots No. 5, 6, 7, and 8		1	1	5	W.			
638	Chick-a-mah-ho-ka	Aug. 28	1	7	4	11	"	Eli Ayres	June 24	800 00				David Hoke	E. ½ ...E. ½	16	2	5	W.	17th	May,	1844.
640	Che-she-ho-ke-ty	Aug. 28	1	11	7	12	W.	Eli Ayres	June 24	800 00												
641	Im-mo-ho-yea	Aug. 28	1	10	7	12	"	Eli Ayres	June 24	800 00				William S. Jones	All	11	7	12	W.			
643	Te-ah-lah-mah	"	1	F. 22	7	12	"	Eli Ayres	June 24	800 00				John P. Jones	All	10	7	12	"			
644	Wah-tubby	Oct. 11	1	9	7	12	"	Eli Ayres	June 23	800 00				James Brown	All	22	7	12	"			
646	Chee-ho-yea	"	1	21	24	8	E.	Eli Ayres	June 23	800 00				John P. Jones	Whole	9	7	12	"			
														James J. Wilson	N. ½	21	24	8	E.			
														Eli M. Driver	S. W.	"	"	"	"			
647	Ish-tah-kah-cha	"	1	17	24	7	"	Eli Ayres	June 23	800 00	Ham-pil-lah	D. Saffarrans	Dec. 21, '44	William Carpenter	S. E.	"	"	"	"			
649	Ish-tah-ti-yea	"	1	17	4	11	W.	Eli Ayres, "trust."	May 8	800 00						17	24	7	E.			
														Weldon Jones	N. ½	17	4	11	W.			
650	Oke-lah-in-tah	"	1	23	4	11	"	Eli Ayres, "trust."	May 8	800 00				James Brown	S. ½	"	"	"	"			
														Welden Jones	N. ½	23	4	11	"			
														James Brown	S. W.	"	"	"	"			
652	O-pah-kah-ta-nah	Dec. 4	1	35	4	10	W.	Eli Ayres, "trust."	May 8	800 00				Weldon Jones	S. E.							
653	Tam-by	"	1	16	6	2	"	Eli Ayres, "trust."	May 9	800 00				William S. Jones	Whole	35	4	10	W.			
														William H. Duke	N. E.	16	6	2	W.			
														Wm. McGowan	N. W.	"	"	"	"			
														John T. Brooks	S. E.	"	"	"	"			
														Wm. H. Duke	S. W.	"	"	"	"			

CHICKASAW RESERVATIONS—Continued.

Roll No.	Reservee.	Date of location.	Entitled.	Section.	Township.	Range.	E. or W.	Purchaser from Indian reservee.	Date of purchase.	Consideration paid.	Conflicting reservee.	Purchaser from conflicting reservee.	Date of resale by entry.	Purchaser from Government.	Part of section.	Section.	Township.	Range.	E. or W.	Acres.	Price paid.	Amount.
655	In-can-nah	1838. Dec. 4	1	16	9	2	E.	Eli Ayres, "trust."	1839. May 9	$800 00				Edward Mackin and James Leak	N. E.	16	9	2	E.			
														Clayton Seals	N. W.	"	"	"	"			
														Francis N. Maxey	S. E.	"	"	"	"			
659	We-tubby	Oct. 11	1	16	4	7	"	Niles and Ayres	May 10	800 00				" "	S. W.	"	"	"	"			
660	Shah-ah-yah-cubby	"	1	20	4	7	"	Eli Ayres	May 14	800 00	Bolla-tubby	D. Saffarrans				16	4	7	"			
661	Ish-te-kah-te	"	1	29	11	6	W.	Niles and Ayres	May 20	800 00	Tuth-hike-ta	D. Saffarrans				20	4	7	"			
662	To-wah-ka	"	1	19	11	6	"	Niles and Ayres	May 15	800 00	Tuck-he-pa-cha	D. Saffarrans				29	11	6	W.			
663	Che-yo-yea	"	1	21	10	6	"	Eli Ayres	June 6	800 00	No-wah-tubby	D. Saffarrans				19	11	6	"			
														Antony W. Wright	N. E.	21	10	6	"			
664	Cam-pil-lah-to-nah	Oct. 11	1	26	4	9	W.	Eli Ayres	May 12	800 00	Na-took-chuck-nubby	D. Saffarrans		George Deaton	N. W.	"	"	"	"			
665	Pan-ya-hon-na	"	1	16	3	6	"	Eli Ayres	June 6	800 00	Na-took-chuck-nubby	D. Saffarrans		Balance vacant.		26	4	9	W.			
																16	3	6	"			
666	Lucy	"	1	16	13	3	E.	Niles and Ayres	May 26	800 00				John C. Holliday	N. E.	16	13	3	E.			
														Matthew Knox	N. W.	"	"	"	"			
														John C. Holliday	S. W.	"	"	"	"			
667	Pe-kah	"	1	20	10	6	W.	Eli Ayres	June 4	800 00	We-ha-tubby	D. Saffarrans		Amasa R. Moore	S. E.	"	"	"	"			
668	E-yah-hun-tubby	"	1	16	7	1	"	Eli Ayres	June 4	800 00						20	10	6	W.			
669	In-tubby	"	1	3	3	10	E.	Eli Ayres	June 11	800 00				Francis W. Avent	S. W.	16	7	1	W.			
670	Ah-much-ah-ly	"	1	16	8	5	"	Eli Ayres	June 17	800 00				John B. Smith	Whole	3	3	10	E.			
														Henry H. Barden	N. ½	16	8	5	"			
														Archibald Payne	S. W.	"	"	"				
671	Ish-to-tah-yea	"	1	15	2	9	W.	Eli Ayres	June 14	800 00	Pis-tah-tubby	D. Saffarrans		John H. McNeil	S. E.	"	"	"	"			
672	Po-sham-tubby	Oct. 4	1	23	4	9	W.	Eli Ayres	June 14	800 00	Im-mo-hi-nah	D. Saffarrans				15	2	9	W.			
673	In-chu-lah	"	1	16	5	6	"	Niles & Ayres	May 25	800 00	Im-mo-hi-nah	D. Saffarrans				23	4	9	W.			
674	Sall	"	1	16	4	6	"	Eli Ayres	June 18	800 00	Ho-yah-na-cha	D. Saffarrans				16	5	6	"			
														William S. Eason	N. E.	16	4	6	"			
675	Solomon	"	1	32	4	9	"							James W. Drake	N. W.	"	"	"	"			
														" "	S. W.	"	"	"	"			
														Allen Elam	N. E.	32	4	9	"			
676	Mah-field	"	1	16	4	3	E.	Niles & Ayres	May 25	800 00				Benj. M. Bradford	W. ½	"	"	"	"			
														Chas. H. Morgan	S. E.	"	"	"	"			
														Vandike Gossett	S. W.	16	4	3	E.			
														Jesse Embry	S. E.	"	"	"	"			
														Pascal W. Sanders	N. E.	"	"	"	"			
677	Me-kah-che	"	1	11	9	6	W.	Eli Ayres	June 18	800 00	Ish-ta-tubby	D. Saffarrans		James B. Ellis	N. W.	"	"	"	"			
678	York-a-tubby	"	1	31	4	9	"									11	9	6	W.			
														James Grew	N. E.	31	4	9	"			
														" "	N. W.	"	"	"	"			
														Morgan B. Grew	S. W.	"	"	"	"			
679	Ah-no-ya-tubby	"	1	24	3	10	E.	Eli Ayres	June 16	800 00				James M. Barber	S. E.	"	"	"	"			
														Shelby Ussory	N. E.	24	3	10	E.			
														David Hubbard	N. W.	"	"	"	"			
														David R. Hubbard	S. W.	"	"	"	"			
680	Ho-yah-ti	Oct. 11	1	16	10	7	E.	Niles & Ayres	May 26	800 00	Li-u-nah	D. Saffarrans		John Bennett	S. E.	"	"	"	"			
																16	10	7	E.			

CHICKASAW RESERVATIONS—Continued.

Roll No.	Reservee.	Date of location.	Entitled.	Section.	Township.	Range.	E. or W.	Purchaser from Indian reservee.	Date of purchase.	Consideration paid.	Conflicting reservee.	Purchaser of conflict.	Date of resale by entry.	Purchaser from Government.	Fractional part of section.	Section.	Township.	Range.	E. or W.	Acres.	Price paid.	Amount.
		1838.							1839.													
681	Pis-ah-ho-ka.....	Oct. 11	1	5	22	10	E.	Niles & Ayres.....	May 26	$800 00	.....	.....	.....	B. Woodward.....	N. E.....	5	22	10	W.			
														" "	N. W....	"	"	"	"			
682	On-ah-ho-chy.....	"	1	24	9	5	W.	Eli Ayres.....	June 9	800 00	Ish-tuf-ka.....	D. Saffarrans.....	.....	.....	.....	24	9	5	W.			
683	Ah-che-lah-tah....	"	1	33	4	9	"	Eli Ayres.....	June 16	800 00	.....	.....	.....	B. M. Bradford.....	E ½.....	33	4	9	"			
														John H. Johnston...	N. W....	"	"	"	"			
														James Lothlin.....	S. W....	"	"	"	"			
684	E-lah-fah-nah.....	"	1	36	4	9	"	Eli Ayres.....	June 20	800 00	.....	.....	.....	W. H. Duke.....	N. E....	36	4	9	"			
														Coyly Smith.....	N. W....	"	"	"	"			
														Wm. T. Lively.....	S. W....	"	"	"	"			
														John Davis.....	S. E.....	"	"	"	"			
685	Tun-up-ah-umby..	"	1	31	14	14	E.	Niles & Ayres.....	May 23	800 00	.....	.....	.....	Jacob Gabriel.....	N. E....	31	14	1	E.			
														Mary C. Conly.....	N. W....	"	"	"	"			
														James Pattison.....	S. W....	"	"	"	"			
														Joseph Winter.....	S. E.....	"	"	"	"			
686	Tum-mul-lah-cha..	"	1	16	3	3	"	Niles & Ayres.....	May 3	800 00	.....	.....	.....	Jesse Embry.....	N ½.....	16	3	3	E.			
														David Clemmer.....	S. W....	"	"	"	"			
														Lewis H. Jamison...	S. E.....	"	"	"	"			
687	Ah-ka-ful-la.....	"	1	16	2	3	"	Niles & Ayres.....	May 8	800 00	.....	.....	.....	Burnett E. Butler....	N. E....	16	14	3	E.			
688	Pish-tum-ah-ho-nah	Oct. 11	1	16	14	3	E.	Niles & Ayres.....	May 10	800 00	.....	.....	.....	Thomas N. Martin..	N. W....	"	"	"	"			
														David Stovall.....	S. W....	"	"	"	"			
														Aaron Turman.....	S. E.....	"	"	"	"			
689	E-lah-pah-ho-ky..	"	1	32	14	1	"	Niles & Ayres.....	May 10	800 00	In-ki-yea.....	D. Saffarrans.....	.....	.....	.....	32	14	1	"			
690	Ful-lo-way-chy...	"	1	23	9	5	W.	Niles & Ayres.....	May 10	800 00	.....	.....	.....	Benj. M. Bradford..	N. ½.....	23	9	5	W.			
														" " ..	S. E.....	"	"	"	"			
691	Ul-lah-ho-ky	"	1	16	5	7	E.	Niles & Ayres.....	May 9	800 00	.....	.....	.....	James Burrows.....	N. E.....	16	5	7	E.			
														" "	N. W....	"	"	"	"			
														Richard Price.....	S. W....	"	"	"	"			
														" "	S. E.....	"	"	"	"			
692	Hith-la-ta-chy....	Aug. 28	1	30	4	11	W.	Niles & Ayres.....	May 8	800 00	.....	.....	.....	James Eades.....	E. ½.....	30	4	11	W.			
														Antony B. Sanders..	N. W....	"	"	"	"			
														Weldon Jones.....	S. W....	"	"	"	"			
693	Ho-che.....	"	1	35	4	9	"	Niles & Ayres.....	May 6	800 00	.....	.....	.....	B. M. Bradford.....	N. ½.....	35	4	9	"			
														Jack Davis	S. ½.....	"	"	"	"			
694	Coon-cha-hoon-ah	"	1	33	14	1	E.	Niles & Ayres.....	May 6	800 00	.....	.....	.....	Jacob Galle.....	N. E....	33	14	1	E.			
														" "	N. W....	"	"	"	"			
														" "	S. W....	"	"	"	"			
														Adolphus O Lowry.	S. E.....	"	"	"	"			
695	Ho-ya-ty-yea.....	"	1	4	22	10	"	Niles & Ayres.....	May 4	800 00	.....	.....	.....	John W. Prents.....	N. W....	4	22	10	E.			
696	Yo-nah.....	Aug. 28	1	16	9	6	W.	Niles & Ayres.....	May 5	800 00	.....	.....	.....	David Woods.....	N. E....	16	9	6	W.			
														Wm. B. Pollard.....	N. W....	"	"	"	"			
														David Woods.....	S ½.....	"	"	"	"			
697	Yo-key	"	1	26	4	11	"	Niles & Ayres.....	May 5	800 00	.....	.....	.....	Weldon Jones.....	E ½.....	26	4	11	W.			
														James Brown.....	W ½.....	"	"	"	"			
698	Shah-lah.....	"	1	16	5	9	"	Eli Ayres.....	June 24	800 00	Chuck-wah-tubby...	D. Saffarrans.....	.....	.....	.....	16	5	9	"			
699	E-mah-by.....	"	1	3	22	10	E.	Niles & Ayres.....	May 24	800 00	.....	.....	.....	Jack T. Griffin.....	N. W....	3	22	10	E.			
														" "	S. W....	"	"	"	"			
700	May-lubby.....	"	1	13	10	6	W.	Eli Ayres.....	June 15	800 00	.....	.....	.....	Woodson Young....	N. E....	13	10	6	W.			
														Alex. McCuller.....	N. W....	"	"	"	"			
														" "	S. W....	"	"	"	"			

CHICKASAW RESERVATIONS—Continued.

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		1838.							1839.													
	May-lubby	Aug. 28	1	13	10	6	W.	Eli Ayres	June 15	$800 00				George G. Reneau	S. E.	"	"	"	"			
701	E-lah-pin-tubby	"	1	35	10	6	"	T. N. Niles		800 00												
702	Phe-nan-tah	"	1	16	11	7	E.	Niles & Ayres	May 24	800 00				John A. McNeil	N. E.	16	11	7	E.			
														John B. Francis	N. W.	"	"	"	"			
														John H. Glasgow	S. W.	"	"	"	"			
703	Ho-she-ho-nah	"	1	34	10	6	W.	T. N. Niles		800 00				Abraham Goss	S. E.	"	"	"	"			
704	In-chap-fah-tubby	"	1	16	7	3	"	Eli Ayres	June 17	800 00				Alexander H. Pegues	N. E.	16	7	3	W.			
														Jonathan P. Hobbs	N. W.	"	"	"	"			
														Robert J. Arnold	S. W.	"	"	"	"			
705	Chee-wah	"	1	25	10	6	"	Niles & Ayres	May 14	800 00				Samuel Davis	S. E.	"	"	"	"			
														Joseph J. Colwell & Matthew A. Bell	E. ½	25	10	6	W.			
														Benj. McCuller	N. W.	"	"	"	"			
														Jack Davis	S. W.	"	"	"	"			
		1838.							1839.													
706	O-he-pah	Aug. 28	1	16	13	4	E.	Niles and Ayres	May 24	800 00				Amasa B. Moore	N. E.	16	13	4	E.			
														" "	N. W.	"	"	"	"			
														" "	S. W.	"	"	"	"			
														James J. Wilson	S. E.	"	"	"	"			
707	Me-shah-ho-nah	"	1	12	8	10	W.	T. N. Niles		800 00												
708	Han-nah	"	1	13	8	10	"	T. N. Niles		800 00												
709	Ho-yo-tin-ah	"	1	11	8	10	"	T. N. Niles		800 00												
710	Weah-ta-cha	"	1	14	8	11	"	Niles and Ayres	May 27	800 00				B. M. Bradford	Whole	14	8	10	W.			
711	Ah-no-hah-cha	"	1	16	4	9	"	Niles and Ayres	May 27	800 00	Hoi-che-tubby	D. Saffarrans				16	4	9	W.			
712	Samey	Aug. 20	1	16	6	1	"	Niles and Ayres	May 27	800 00				William Eglin	N. E.	16	6	1	W.			
														" "	N. W.	"	"	"	"	No patent issued.		
														" "	S. W.	"	"	"	"			
713	Ben Allen	"	1	16	9	1	"	Niles and Ayres	May 28	800 00				James W. Wylie	N. E.	16	9	1	"			
														John H. Watson	N. W.	"	"	"	"			
														William Avent	S. W.	"	"	"	"			
														John M. Watson	S. E.	"	"	"	"			
714	Peggy Conly	"	1	16	7	7	E.	Niles and Ayres	May 28	800 00				Kenneth McRea	N. E.	16	7	7	E.			
														Jacob Holbert and C. W. Holbert	N. W.	"	"	"	"			
715	Arota Conly	"	1	16	8	7	"	Niles and Ayres	May 28	800 00				Kenneth McRae	S. ½	"	"	"	"			
														James Betts	N. E.							
														Alex. Simmons	N. W.	16	8	7	E.			
														James W. Drake	S. W.	"	"	"	"			
														James Betts	S. E.	"	"	"	"			
716	Robt. Hancock, jr.	Aug. 20	1	16	9	7	E.	Niles and Ayres	May 28	800 00				James Whitesides	Whole	16	9	7	E.			
717	Nat. Graham	"	1	4	11	6	W.	Niles and Ayres	May 29	800 00				Gordentia Waite	N. E.	4	11	6	W.			
														" "	N. W.	"	"	"	"			
														James T. Beard	S. W.	"	"	"	"			
719	Alex. Hancock	"	1	14	4	9	"	Niles and Ayres	May 29	800 00				Hardy Benson	S. E.	"	"	"	"			
														Robt. W. Edmondson	All	14	4	9	"			
720	O-nah-to-Hunby	"	1	16	10	8	E.	Niles and Ayres	June 2	800 00				Virgil J. Duncan	N. E.	16	10	8	E.			
														Levy Galloway	N. W.	"	"	"	"			

CHICKASAW RESERVATIONS—Continued.

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	O-nah-to-Hunby...	1838. Aug. 20	1	16	10	8	E.	Niles and Ayres....	1839. June 2	$800 00	.....	.....	.....	Brant T. Peacock ...	S. W....	16	10	8	E.			
														James Whitesides...	S. E....	"	"	"	"			
721	In-che-thla	"	1	17	21	11	"	Niles and Ayres....	June 4	800 00	.....	.....	.....	Boswell S. Jennings.	N. E....	17	21	11	E.			
														William Barton.....	N. W....	"	"	"	"			
725	Wah-ka-ho-yea...	Sept. 28	1	16	11	1	"	Niles and Ayres....	June 1	800 00	.....	.....	.....	Wm. H. Duke.....	N. ½.....	16	11	1	E.			
														Jonathan Clarke	S. W....	"	"	"	"			
														Wm. H. Duke.....	S. E.....	"	"	"	"			
726	Wh-o-ka.....	"	1	4	21	11	"	Niles and Ayres....	June 12	800 00	.....	.....	.....	Mark Womack.....	N. W....	4	21	11	E.			
														" "	S. W....	"	"	"	"			
														" "	S. E.....	"	"	"	"			
727	Ah-rah-nah-la.....	"	1	6	21	11	"	Niles and Ayres....	June 12	800 00				" "	.....	"	"	"	"			
											To-ni-yea	D. Saffarrans.....	.....	.....	.....	6	21	11	"			
728	Ah-bah-la-Tubby .	"	1	5	23	8	"	Niles and Ayres....	June 21	800 00	.....	.....	.....	Wm. T. McGosick..	N. E.....	5	23	8	E.			
														John Helems.....	S. E.....	"	"	"	"			
729	Ish-mah-tubby....	"	1	16	8	1	W.	Niles and Ayres....	May 29	800 00	.....	.....	.....	John Nelson.....	N. ½	16	8	1	W.			
														Joshua Nelson.....	S. ½.....	"	"	"	"			
730	Pis-o-wah.....	Nov. 12	1	35	11	8	E.	Eli Ayres, "trust."..	May 10	800 00	.....	.....	.....	B. M. Bradford.....	N. E.....	35	11	8	E.			
														Elijah H. Dobbs....	N. W....	"	"	"	"			
														" "	S. W....	"	"	"	"			
														B. M. Bradford.....	S. E.....	"	"	"	"			
731	Ish-tim-ah-lah....	"	1	16	8	8	"	Eli Ayres, "trust."..	May 10	800 00												
														William Cummings.	Whole...	16	8	8	E.			
732	No-wah-no-nah...	"	1	16	8	1	"	Niles & Ayres.....	May 29	800 00	.....	.....	.....	Joshua Nelson.....	Whole...	16	8	1	E.			
																8	4	12	W.	Roll A,891,		B, 733.
733	Ish-tim-na-chy ...	"	1	8	4	12	W.	Eli Ayres.....	May 29	800 00												
734	Win-ni-yea	"	1	34	4	11	"	Eli Ayres.....	June 28	800 00	Kin-ah-hachah.....	D. Saffarrans.....	.....	.....	.....	34	4	11	W.			
735	Ho-yah-no.....	"	1	3	21	11	E.	Eli Ayres.....	June 28	800 00	.....	.....	.....	Mark S. Womack ..	N. E.....	3	21	11	E.			
														Wm. McMullen	S. W....	"	"	"	"			
														Jack Davis.....	S. E.....	"	"	"	"			
736	Ah-fah-man-tin-ah	"	1	4	4	11	W.	Eli Ayres.....	June 1	800 00	.....	.....	.....	Weldon Jones.....	Whole...	4	4	11	W.			
737	Struck-ho-yea	"	1	6	8	10	"	Niles & Ayres.....	May 26	800 00	.....	.....	.....	John T. Jones.....	All.....	6	8	10	"			
738	Ann Hancock	"	1	10	8	10	"	Eli Ayres.....	May 5	800 00	.....	.....	.....	Benj. Bradford.....	All.....	10	8	10	"			
739	Mary MacIntosh .	"	1	31	3	4	"	Eli Ayres.....	May 5	800 00	.....	.....	.....	Eliza T. McCampbell	S ½.....	32	3	4	"			
745	Ah-yam-min-ta ...	1839. June 17	1	9	2	11	E.	Ayres & Niles.....	1839. May 26	800 00	.....	.....	.....	John D. Bradford...	All.....	9	21	11	E.			
746	E'lah-chuck-wah-Tubby.....	"	1	16	5	1	W.	.....	.....	800 00												
747	Ho-yea.....	"	1	1	15	1	E.	Eli Ayres.....	May 4	800 00	.....	.....	.....	Joel Pinson.....	N. E....	1	15	1	E.			
														Moses J. Harley....	N. W....	"	"	"	"			
														" "	S. W....	"	"	"	"			
														Eli M. Driver.....	S. E.....	"	"	"	"			
749	Ish-tah-tubby.....	June 17	1	25	4	9	W.	R. N. Niles.....	May 28	800 00	.....	.....	Feb. 8, '45	Jesse Herd.....	All.....	25	4	9	W.	641	$0 50	$320 96
750	It-te-ho-ma-tubby..	"	1	34	4	10	"	Eli Ayres.....	June 3	800 00	.....	.....	Nov. 12, '46	William S. Jones...	S. E.....	34	4	10	"	156	25	39 01
													Nov. 30, '46	E. V. Lockridge....	S. W.....	"	"	"	"	160	25	40 13
													Jan. 10, '46	S. Shelden.....	N. E.....	"	"	"	"	160	25	40 13
													Nov. 30, '46	James Perry.....	S. W.....	"	"	"	"	159	25	39 99
751	Ish-tah-tah-chubby	"	1	36	"	"	"	T. M. Niles, "trust."	May 29	800 00	.....	.....	Nov. 12, '46	William S. Jones...	All.....	36	"	"	"	610	25	152 65
752	O-kah-yo-yea.....	"	1	24	4	11	"	Thomas N. Niles....	.....	800 00	.....	.....	Nov. 12, '46	Weldon Jones.....	All.....	24	4	11	"	638	25	159 58

CHICKASAW RESERVATIONS—Continued.

Roll No.	Reservee.	Date of location.	Entitled to.	Section.	Township.	Range.	E. or W.	Purchaser from the Indian.	Date of purchase.	Consideration paid.	Conflicting reservee.	Claimant from conflicting reservee.	Date of resale.	Purchaser.	Part of section.	Section.	Township.	Range.	E. or W.	Acres.	Price per acre.	Amount.
		1839.							1839.				Aug. 2, '45	Thomas B. Hoover..	All.....	36	4	11	W.	695	50	$329 66
753	I-ah-key-ya-hubby	June 17	1	36	4	11	W.	Eli Ayres.....	June 5	$800 00	.....	.....	Nov. 12, '46	Weldon Jones.....	E. ½.....	9	"	"	"	319	25	79 88
754	O-kah-pah.....	"	1	9	"	"	"	Eli Ayres.....	June 6	800 00	.....	.....	Jan. 12, '46	J. Brown & P. Miller	N. W....	"	"	"	"	159	25	39 88
													Nov. 12, '46	Weldon Jones.....	S. W....	"	"	"	"	159	25	39 94
755	Par-sham-cubby...	"	1	22	6	12	"	W. Jaggar, "trust."	May 21	800 00	.....	.....	Aug. 2, '45	Thomas B. Hoover..	W. ½....	22	6	12	"	203	25	50 83
													Aug. 2, '45	Thomas B. Hoover..	E. ½.....	"	"	"	"	302	25	75 70
756	E-ar-ki-ubby.....	"	1	36	6	"	"	T. N. Niles, "trust."	May 27	800 00	.....	.....	Jan. 13, '46	John P. Jones.....	All.....	36	"	"	"	621	12½	77 65
757	O-shoe-te-ho-nah..	"	1	8	7	"	"	T. N. Niles, "trust."	May 30	800 00	.....	.....	Aug. 1, '45	Thomas B. Hoover..	N. F.....	8	7	12	"	293	25	73 38
													April 14, '45	Eli M. Driver.....	S. F.....	"	"	"	"	265	25	66 25
758	I-e-ki-ubby.....	"	1	25	"	"	"	T. N. Niles, "trust."	.....	800 00	.....	.....	April 22, '47	Eli M. Driver.....	All.....	25	"	"	"	637	12¼	79 08
759	E-o-chee.....	"	1	36	9	9	"	R. M. Niles.....	May 30	800 00	.....	.....	Dec. 22, '46	Charles G. Butler and J. N. Bennett.....	N. E.....	36	9	9	"	159	25	39 99
													Dec. 22, '46	Francis Hudson.....	N. W....	"	"	"	"	159	25	39 99
760	Pis-tomby.....	"	1	9	"	"	"	T. N. Niles, "trust."	May 14	800 00	.....	.....	June 9, '47	John Davis.....	S. ½.....	"	"	"	"	337	12½	42 17
													Jan. 11, '47	James Brown and P. Miller.....	E. ½.....	9	9	9	"	320	12½	40 11
													" "	Do. do.	N. W....	"	"	"	"	160	12½	25 67
													" "	Do. do.	S. W....	"	"	"	"	160	12½	20 00
761	Oke-lish-tubby....	"	1	12	4	12	"	Thomas N. Niles...	.....	800 00	.....	.....	June 9, '45	Jesse Herd.....	N. E.....	12	4	12	"	160	25	40 00
													Jan. 16, '38	M. Gilchrist.....	N. W....	"	"	"	"	160	1 25	200 00
													April 12, '44	J. W. Mathews.....	S. W....	"	"	"	"	160	50	80 00
													April 12, '44	J. W. Mathews.....	S. E.....	"	"	"	"	160	50	80 00
762	Ar-chee-ubby.....	"	1	29	6	11	"	T. N. Niles.....	.....	800 00	.....	.....	Jan. 20, '45	James Brown.....	N. ½.....	29	6	11	"	319	25	79 90
													Jan. 13, '46	J. Brown & P. Miller	S. ½.....	"	"	"	"	319	12½	39 96
763	Shoon-pah.....	"	1	28	6	12	"	Eli Ayres.....	May 24	800 00	.....	.....	Aug. 1, '45	Thomas B. Hoover..	All.....	28	6	12	"	549	25	127 33
764	Sus-ca-ar-kee.....	"	1	18	7	10	"	Eli Ayres.....	May 25	800 00	.....	.....	Jan. 12, '46	William S. Neilson..	E. ½.....	18	7	10	"	320	12	40 00
													Jan. 12, '46	William S. Neilson..	N. W....	"	"	"	"	158	12	19 85
													Aug. 11, '45	W. H. D. Wendell..	S. W....	"	"	"	"	159	25	39 75
765	To-nubby.....	"	1	28	7	11	"	T. N. Niles, "trust."	May 15	800 00	.....	.....	Aug. 5, '45	J. Brown & P. Miller	N. ½.....	28	7	11	"	319	25	79 88
													Aug. 5, '45	Benj. M. Bradford..	S. ½.....	"	"	"	"	319	25	79 88
766	Kil-tun-to.....	"	1	7	7	11	"	Eli Ayres&T.N.Niles	May 22	800 00												
													Aug. 11, '45	D. S. Neilson and W. H. D. Wendell	E. ½.....	7	7	11	"	320	25	80 00
													Aug. 7, '45	J. Brown & P. Miller	W. ½.....	"	"	"	"	303	25	75 80
767	Show-ho-kee-tubby	"	1	2	"	"	"	T. N. Niles.....	.....	800 00	.....	.....	Aug. 9, '45	Eli M. Driver.....	All.....	2	7	11	"	621	25	155 38
768	O-nah-chubby.....	"	1	24	3	10	"	Eli Ayres.....	May 26	800 00	.....	.....	Aug. 1, '45	T. B. Hoover.....	N. E.....	24	3	10	"	160	12½	20 02
													Jan. 17, '46	James Brown and Pitser Miller.....	W. ½.....	"	"	"	"	320	12⅛	40 04
													June 21, '39	Charles Judson.....	S. E.....	"	"	"	"	160	50	80 07
769	Loss-pish.....	"	1	23	"	"	"	T. N. Niles.....	.....	800 00	.....	.....	June 9, '45	Daniel Saffarans....	All.....	23	"	"	"	640	12½	80 00
770	Pay-tubby.....	June 17	1	10	3	10	W.	R. M. Niles.....	May 16	800 00	.....	.....	June 9, '45	James Brown.....	All.....	10	3	10	W.	639	12⅛	79 89
771	Te-fah-me-tubby..	"	1	33	3	11	"	T. N. Niles, "trust."	May 17	800 00	.....	.....	Jan. 20, '45	James Brown.....	All.....	33	3	11	"	639	25	159 92
772	Ish-ti-tah-cher....	"	1	28	5	11	"	R. M. Niles.....	May 18	800 00	.....	.....	Jan. 20, '45	James Brown.....	All.....	28	5	11	"	641	25	160 26
773	Mo-nah-tomby....	"	1	35	4	11	"	Eli Ayres&T.N.Niles	May 20	800 00	.....	.....	Aug. 2, '45	Thomas B. Hoover..	All.....	35	4	11	"	663	50	331 90
774	Lah-pin-tah-umbby	"	1	7	6	11	"	" "	June 3	800 00	.....	.....	Dec. 8, '45	Eli M. Driver.....	All.....	7	6	11	"	642	25	160 70
775	Chah-can-ubby ...	"	1	10	5	11	"	Thomas N. Niles....	.....	800 00	.....	.....	June 9, '45	James Brown.....	E. ½.....	10	5	11	"	320	12⅛	40 04
													Dec. 8, '45	Eli M. Driver.....	W. ½.....	10	5	11	"	320	50	160 16
776	Bah-o-nah-tubby..	"	1	23	5	11	"	Thomas N. Niles....	.....	800 00	.....	.....	May 11, '47	James Brown.....	All.....	23	5	11	"	641	12⅛	80 23